

**Public Safety & Community Health Committee
Agenda for 1:15 p.m. Monday, November 7, 2022**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on November 7, 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 Safety & Community Health Committee meeting is regularly held every 1st 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 from October 3, 2022**
- III. **Committee and Board Appointment Candidate Interviews (None)**
- IV. **Reports/Updates (Briefing pages only, no discussion)**
 - 1. [OPO Monthly Update – August](#)
 - 2. [OPO Monthly Update – September](#)
 - 3. [Sit/Lie Citations \(SPD\)](#)
 - 4. [Strategic Initiatives Update \(SPD\)](#)
 - 5. [Photo Red Update \(SPD\)](#)
- V. **Discussion Items**
 - 1. Police Department Update – Chief Meidl (5 minutes)
 - a. Discussion on Patrol Staffing, Downtown Foot/Bike Patrol & DV Unit
 - 2. Fire Department Update – Chief Schaeffer (5 minutes)
 - 3. [Affordable and Supportive Housing SBO/HB1406](#) – George Dahl (5 minutes)
 - 4. [Housing Local Sales Tax Fund SBO/HB1590](#) – George Dahl (5 minutes)
 - 5. [State Lobbyist Contracts](#) – CP Beggs (5 Minutes)
 - 6. [Resolution Ratifying Mayor's Emergency Declaration](#) – CP Beggs (5 minutes)
 - 7. [Addition of Two Staff Positions](#) – Jenn Cerecedes (5 minutes)
 - 8. [Update on Verified Responder Pilot Program](#) – Howard Delaney (10 minutes)
- VI. **Consent Items**

1. [Special Counsel Contract Amendment Re Gedeon v COS](#) (City Legal)
2. [Special Counsel Contract Amendment Re COS v State Dept of Ecology](#) (City Legal)
3. [Amendment to SPD/STA Inter-local Agreement](#) (SPD)
4. [Purchase of 2200 GAL Flusher Truck](#) (Fleet Services)
5. [Purchase of 3200 GAL Flusher Truck](#) (Fleet Services)
6. [Police Guild Labor Agreement, Retroactive Wages & Wage Increase SBO](#) (Finance)
7. [Local 29 Labor Agreement, Retroactive Wages & Wage Increase SBO](#) (Finance)
8. [Approval of Childcare Program Award](#) (Accounting)
9. [Approval of Pre-Apprenticeship Program Award](#) (Accounting)
10. [Purchase of Used SIU Vehicle for Police](#) (Fleet Services)
11. [Purchase of STARS Van](#) (SFD)
12. [Renewal of Heavy Equipment Body Repair Services](#) (SFD)
13. [Realized Wildfire Mobilizations Costs & Recovery SBO](#) (SFD)
14. [Funding Acceptance for CMIS Support & Project Employee](#) (CHHS)
15. [Regional Disposal Company-Contract Amendment Extension for WTE](#) (Solid Waste)
16. [SIA I-90 Crossing & Marshall Rd. Water Main Projects Order](#) (Engineering Services)
17. [Eccovia Inc Homeless Management Information System Software Extension](#) (CHHS)
18. [CCTV Van Purchase for Wastewater Maintenance](#) (Fleet Services)

VII. Executive Session

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. Adjournment

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. December 5, 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 Safety & Community Health
August 29, 2022

Call to Order: 1:18PM

Recording of the meeting may be viewed here: <https://vimeo.com/744390858>

Attendance

Committee Members Present:

Council Member Cathcart, Chair; Council President Beggs, Vice Chair; Council Members Stratton, Kinnear, Wilkerson and Bingle

Committee Members Absent: Zappone

Staff/Others Present:

Hannahlee Allers, Brian Schaeffer, Major Eric Olsen, Major Mike McNab, Nicolette Ocheltree, Giacobbe Byrd, Mark Carlos, Chief Craig Meidl, Captain Hendron, Captain Meidl, Rick Giddings

Approval of Minutes

- Action taken
Motion made by Council Member Bingle to approve the meeting minutes for August 1, 2022. Seconded by Council Member Wilkerson . Approved 6-0.

Agenda Items

Discussion items

1. Fire Department Update by Chief Schaeffer
 - Action taken
No action taken. Presentation and discussion only.
2. Discussion Cold Case Unit by Major McNab
 - Action taken
No action taken. Presentation and discussion only.
3. Update on C.O.P.S. program by Patrick Striker
 - Action taken
No action taken. Presentation and discussion only.
4. WASPC Grant Funding for Behavioral Health Unit by Major Olsen
 - Action taken
CP Beggs and CM Bingle agreed to sponsor for Council consideration.

5. Commerce ROW Letter Discussion
 - Action taken
CM Cathcart and CM Bingle agreed to sponsor for Council consideration.
6. Trent Services Provider Recommendation
 - Action taken
No action taken; discussion will continue during 3:30PM Briefing Session.
7. ARPA Funding Discussion by Matt Boston
 - Action taken
No action taken. Presentation and discussion only.
8. Camping Ordinance Discussion
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor for Council consideration.
9. Forfeiture Ordinance Discussion
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor for Council consideration.

Consent items

1. Contract Agreement with C.O.P.S.
2. Value Blanket for Curb & Valve Boxes
3. FY2021 Continuum of Care UFA Grant Agreements
4. SBO for Additional SPD FTEs
5. Sole Source Contract Leasing of Medical Equipment from Stryker Corporation

Executive session

None.

Adjournment

The meeting adjourned at 3:10PM

Prepared by:

Shae Blackwell

Approved by:

CM Name

Committee Name Chair

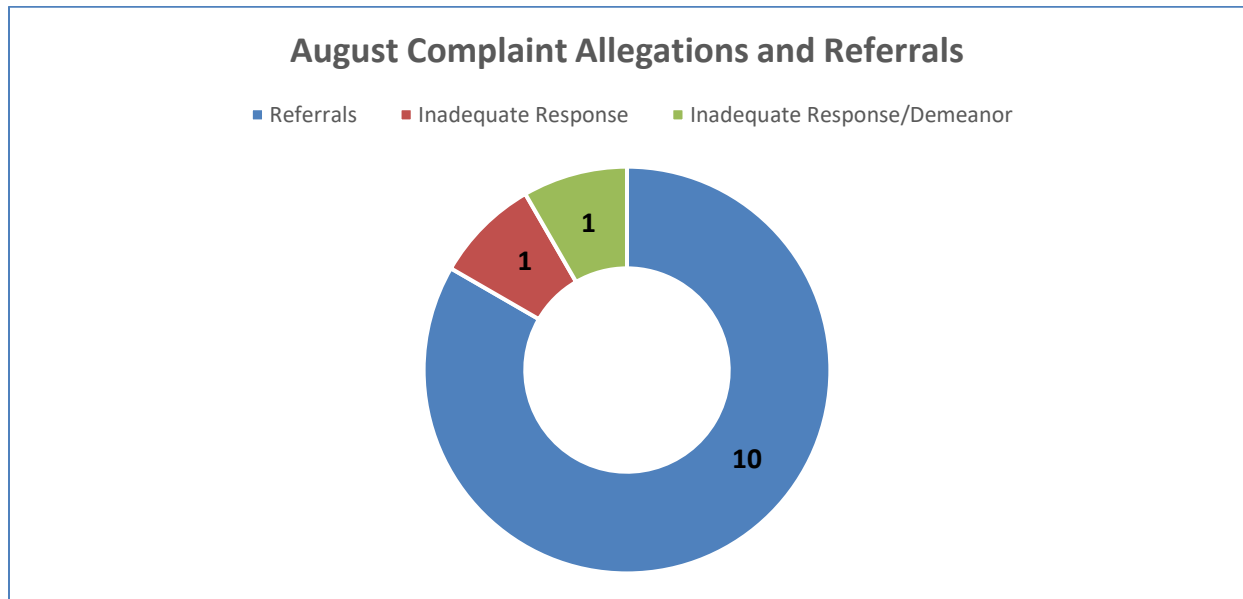


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: August 1-31, 2022

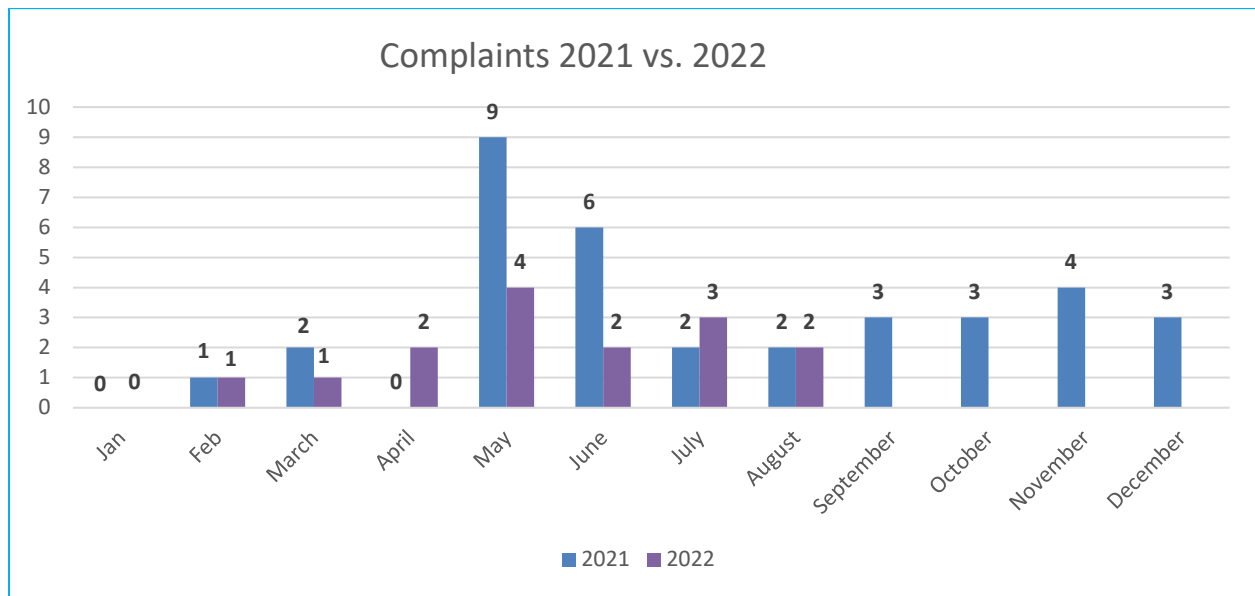
Complaints/Referrals/Contacts



Highlights:

In August, the Office of the Police Ombudsman (OPO) submitted 2 Complaints to Internal Affairs, and 10 Referrals to various agencies. Highlights include:

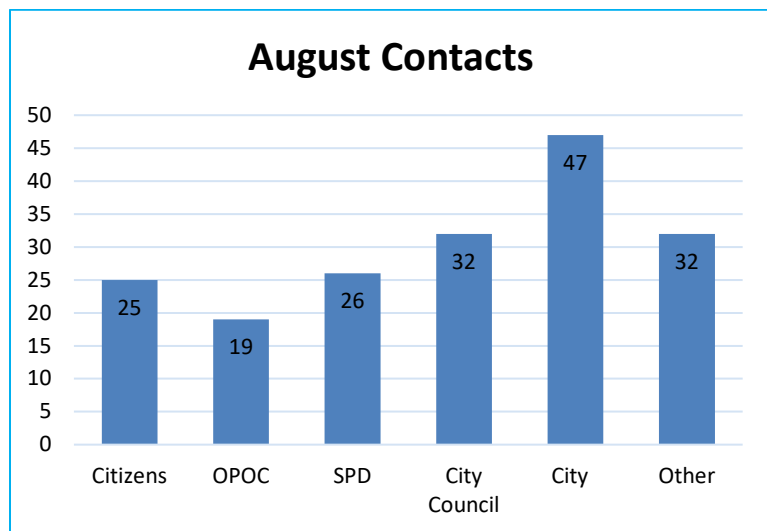
- OPO 22-17: A community member alleged that officers were not informed on laws pertaining to discrimination on people with disabilities. This is in addition to the officers being rude when they were challenged on those laws.
- OPO 22-18: A community member is frustrated with a lack of follow up and concern regarding their Domestic Violence (DV) case.
- ER 22-35: A community member had concerns about potential Americans with Disabilities Act (ADA) violations. Sent to Office of Civil Rights.
- ER 22-36: A community member alleged that their arm was broken during booking at the jail. Sent to Office of Professional Standards Spokane County Detention Services for handling.
- IR 22-41: A community member was concerned that the unusual circumstances surrounding their father's death and had not been able to get assistance from detectives. Sent to SPD/IA for routing.



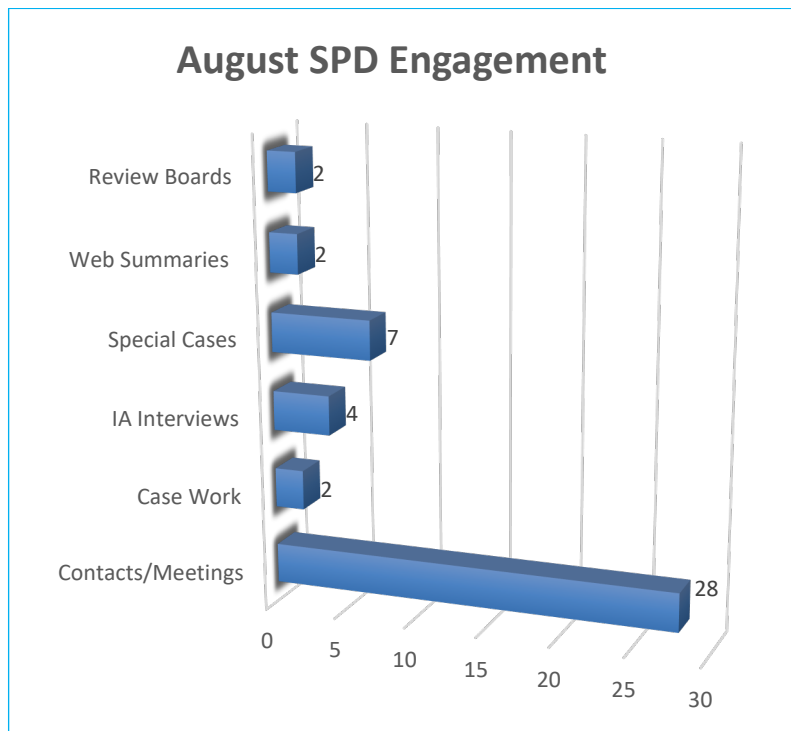
Contacts/Oversight:

Contacts/Oversight

- 181 total contacts
- 9 OPO interviews were conducted
- 26 total SPD contacts
- 21 IA contacts



Oversight Activities



Case Work

2 – Cases certified

Special Cases

7 – Cases were reviewed

4 – Use of Force

2 – K9

1 – Pursuit

Review Boards / ARP

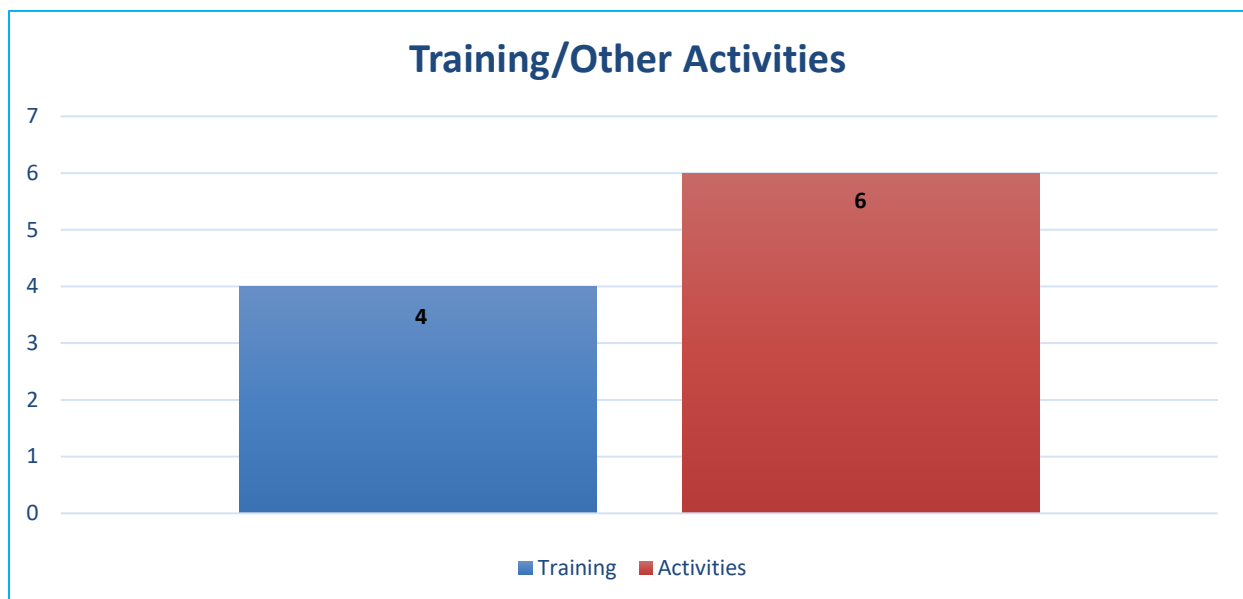
1 – UOF/K9

1 – Collision/Pursuit

Critical Incident

1 – OIS: 500 E 3rd

Training/Other Activities



Highlights:

- Training – Know B4 Training, NACOLE Webinar: Regulation and Oversight, SPD Leadership training featuring Jason Redman – Overcome; Crush Adversity with the Leadership Techniques of America’s toughest warriors
- Legislative – WSCJTC Meeting, Statewide Investigation/Discipline Standards meetings with Pierce County
- Other Community Meetings – OPOC Meeting, Unity in the Community, Celebrate Recovery Events, Leadership Spokane Board Retreat,
- Oversight/Outreach – Independent Investigation, Axon Records System Kick Off, NACOLE – Internal Operations Committee, NACOLE – Member Advocacy and Support, NACOLE - 1st Amendment Presentation

Upcoming:

- WSCJTC Meetings
- Ongoing Independent Investigation
- OPOC Retreat
- International Association of Chiefs of Police (IACP) Annual Conference
- United States Ombudsman Association (USOA) Annual Conference
- National Association for Civilians Oversight of Law Enforcement (NACOLE) Annual Conference

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

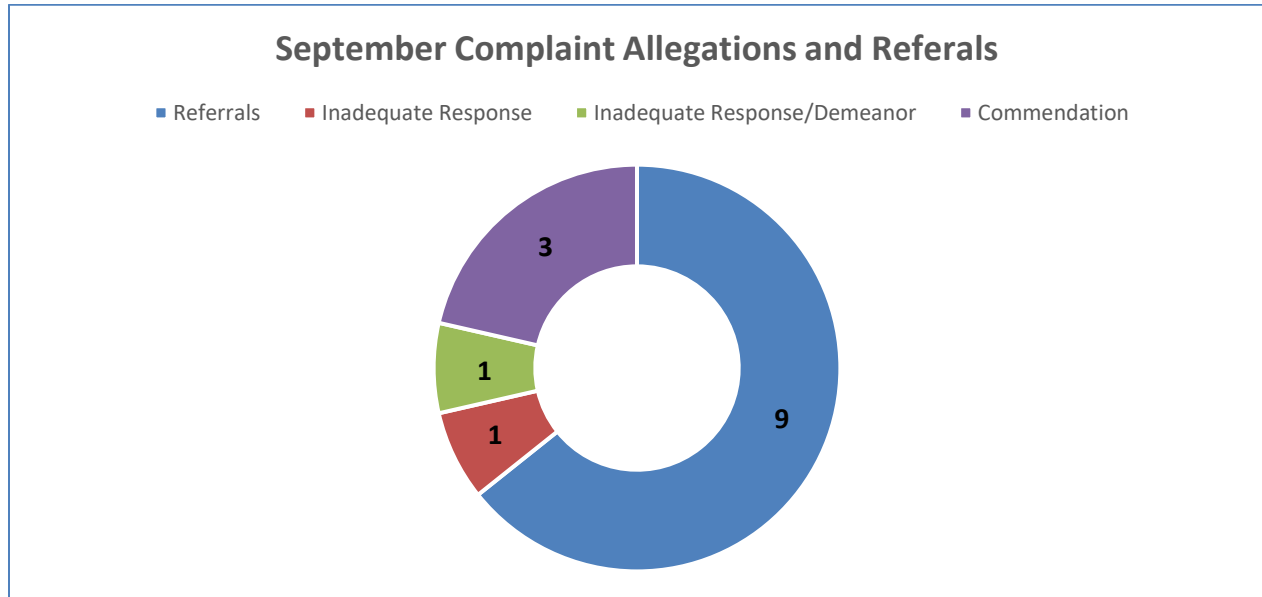


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: September 1-30, 2022

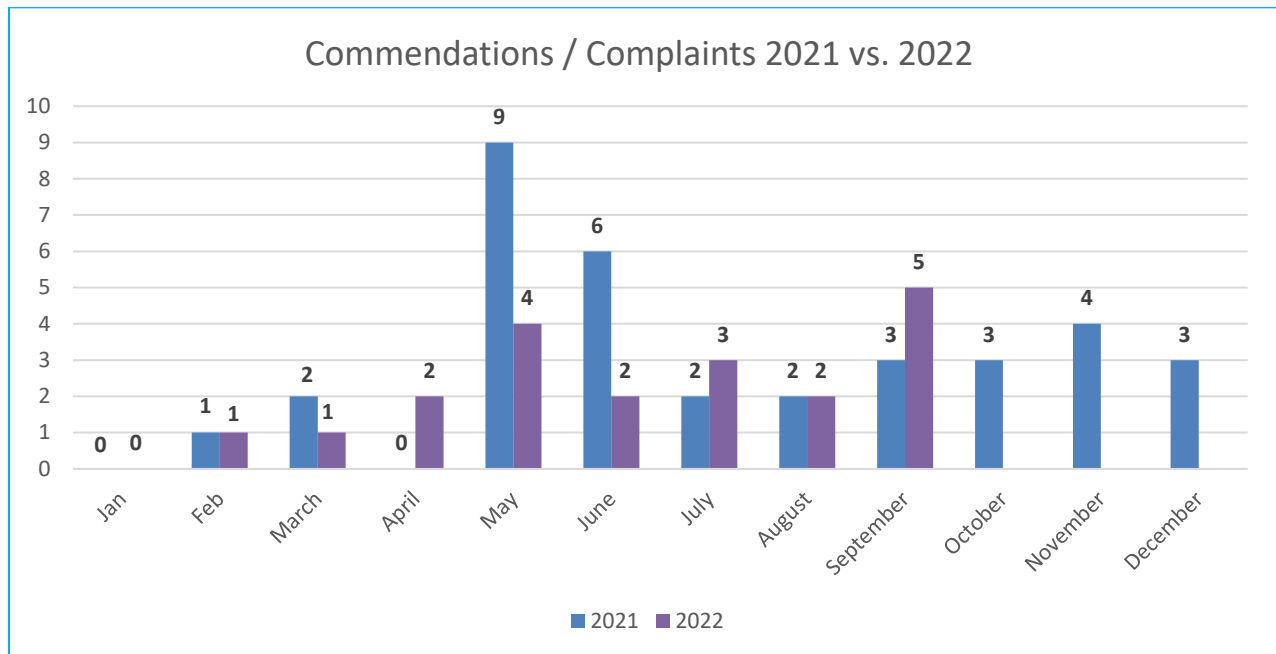
Complaints/Referrals/Contacts



Highlights:

In September, the Office of the Police Ombudsman (OPO) submitted 2 Complaints to Internal Affairs, 3 Commendations and 9 Referrals to various agencies. Highlights include:

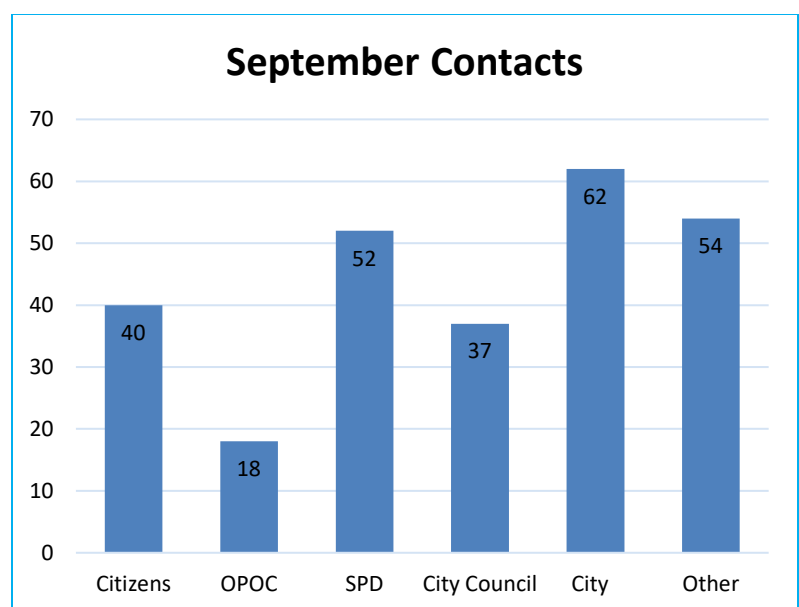
- OPO 22-19: A community member wanted to thank the SPD for providing transportation to the little girl with cancer who had been flown back to Spokane.
- OPO 22-20: A community member wanted to thank an officer for their help and great attitude after a vehicle accident. Even though the community member received a ticket for the accident, they thought the officer was great.
- OPO 22-21: A community member was frustrated that it took over 4 hours for officers to respond to threats of being shot.
- OPO 22-22: A community member was frustrated with an officer's response to a request for assistance on an alleged burglary.
- OPO 22-23: The Police Ombudsman submitted a commendation for an officer's efforts going above and beyond in conducting a thorough investigation prior to deciding whether or not a juvenile at a school incident should be charged with a felony. The officer's efforts were noted while reviewing BWC footage and other evidence for a separate concern.



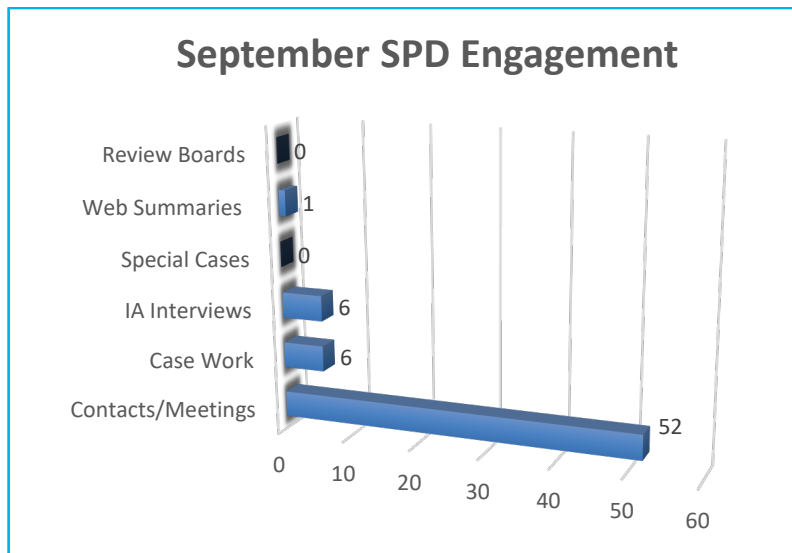
Contacts/Oversight:

Contacts/Oversight

- 263 total contacts
- 23 OPO interviews were conducted
- 52 total SPD contacts
- 19 IA contacts



Oversight Activities



Case Work

5 – Cases certified

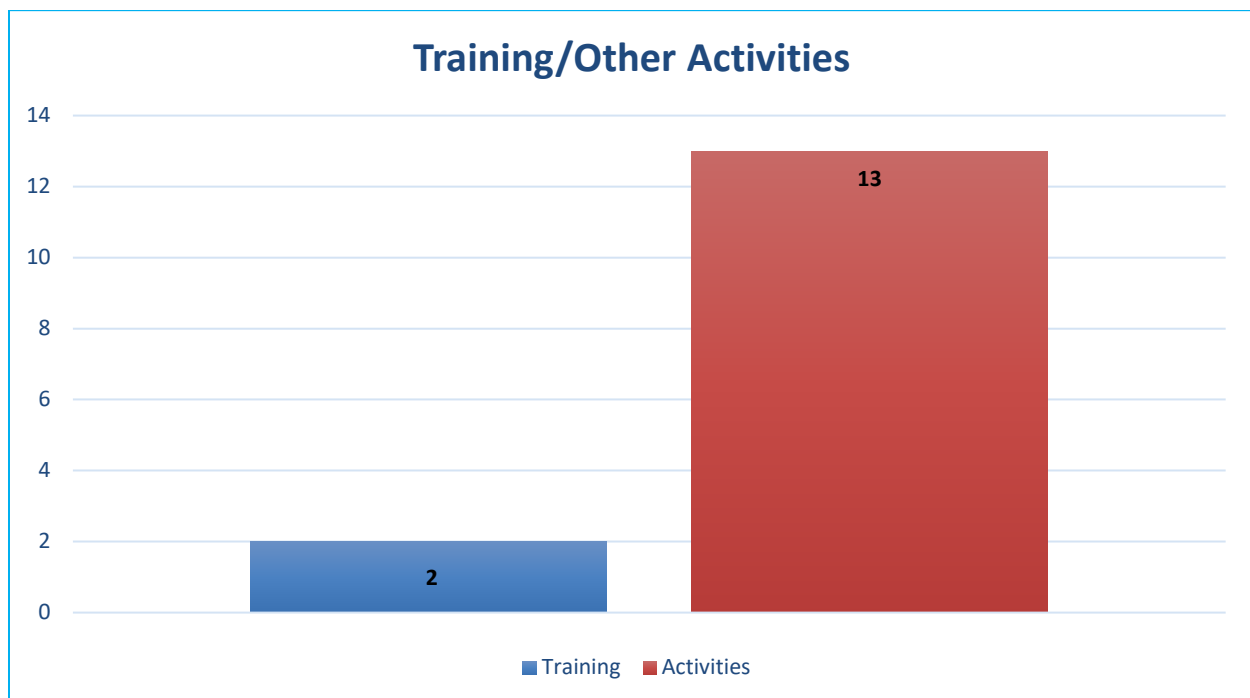
Special Cases

1 – Web Case was reviewed

Critical Incident

1 – OIS: 2900 E Wabash

Training/Other Activities



Highlights:

- Training – National Association of Civilians Over Law Enforcement (NACOLE) Annual Conference, United States Ombudsman Association (USOA) Annual Conference
- Legislative – WSCJTC Meeting, Officer Investigations and Discipline Bill meeting
- Other Community Meetings – Celebrate Recovery Events, Women’s Outreach Events, Leadership Spokane Board Meeting, Leadership Spokane Program Committee Sync Up, Office of Independent Investigations Meeting, Boy Scouts Fundraiser
- Oversight/Outreach – Independent Investigation, NACOLE – Internal Operations Committee, NACOLE – Member Advocacy and Support, NACOLE - 1st Amendment Presentation, NACOLE Board Meeting, Guild Negotiations Meetings, King County OLEO collaboration meeting, Olympia Police Auditor collaboration meeting, Meeting with Prosecutor’s office
- The Police Ombudsman was elected to the NACOLE Board of Directors during the NACOLE Annual Conference
- The Police Ombudsman was invited to and participated in several meetings regarding Police Guild negotiations with the City
- The OPO participated in a budget review / 2023 request meeting with the Mayor and the City Administrator

Upcoming:

- WSCJTC Meetings
- Ongoing Independent Investigation
- OPOC Retreat
- International Association of Chiefs of Police (IACP) Annual Conference
- Further work on the OPO wall request
- Mediation for C22-035 / OPO 22-27

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

			9/21/2022	1353	Cite
			9/21/2022	1440	Cite
			9/21/2022	1443	Cite
			9/21/2022	1457	Cite
			9/24/2022	1256	Cite
			9/25/2022	1318	Cite
			9/26/2022	911	Cite
			9/26/2022	1118	Cite
			9/28/2022	831	Cite
			9/28/2022	924	Cite
			9/28/2022	1549	Cite
			10/1/2022	1155	Booked
			10/4/2022	1619	Cite
			10/5/2022	910	Cite
			10/5/2022	1521	Cite
			10/7/2022	722	Cite
			10/8/2022	1001	Cite
			10/8/2022	1004	Cite
			10/9/2022	758	Cite
			10/13/2022	1827	Cite
			10/13/2022	1835	Cite
			10/14/2022	858	Cite
			10/14/2022	900	Cite
			10/17/2022	1436	Cite
			10/17/2022	1439	Cite



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
November 2022 Report



Public Safety and Community Health Committee Briefing
November 7, 2022



Excerpts of Commendations
(Personal Identifying Information has been removed)

Dear Chief Meidl, I am writing this note to you just to let you know what a great guy the officer that was dispatched to help my sister and myself locate what we thought was my stolen car. Actually, we misplaced the car about a block north of [illegible]. **Corporal [Shane] Oien** is the right man with the right stuff in the right job! He was very professional and kind. We thank him so much.

I wanted to let you know that **Officer [Seth] Berrow** stopped by today and did a walk around the property. We chatted about the theft and some of his recommendations. He said he will follow up with his recommendation in writing. I appreciate his follow up and wanted to let someone know. If there is anyone else in his chain of command that would be appropriate to give feedback on his attentiveness, please let me know so I can do that. I enjoy it when I can give positive feedback as most people only share the negative.

Dear Sergeant Eckersley, Hope this email finds you well. I wanted to contact you regarding the service that **Detective Lydia Taylor** provided recently. I am beyond grateful for her dedication to helping recover my refund from a contractor who was no longer honoring their agreement to provide service. This contractor was not communicating or accepting calls from me or the claims against them with Angie's List and the Better Business Bureau. I wasn't sure that filing a police report was the correct thing to do but I am so happy that I did. I appreciate her service in this case and wanted to let you know.

I would like to commend the WSP troopers who arrested me for impaired driving. They were thoroughly professional, kind, considerate - and also quite correct in getting me off the road that morning... The troopers placed me under arrest, with minimal restraints, took me to the WSP district office, where mercifully, they didn't put me behind bars, but had DRE **Officer [John] Yen** of the Spokane Police Department talk to me about all of the prescription drugs I was taking. He was completely professional and I believe all four of these individuals were trying to assist me, the best they could and to the extent they could. So, my heartfelt thanks to them. They were awesome - and I admire each one of them.

I just wanted to express my deepest thanks to an officer who pulled over my 16-year-old son last night. **Officer [Ben] Maplethorpe**, badge number 1216, was the officer who pulled him over. He got off work downtown and was pulled over for expired tabs in my truck. After further investigation, the plates did not match my truck and were from an older model Ford sedan. After asking a few questions and phone calls with me, the officer figured that the plates on my truck had been stolen and replaced with the expired Ford plates. All the officers that were there were very professional and courteous to my son, who you can only imagine was pretty shaken up. They could have easily cuffed him and put him in the backseat and chose not to and as a father I am very appreciative that he wasn't subjected to that. Thank you again and please pass this along to his commanding officer.



Internal Affairs Unit Update

January 1 through September 30, 2022, Commendations and Complaints

Commendations Received: **Total: 190**

Complaints Received: **Total: 63 (51 from community)**

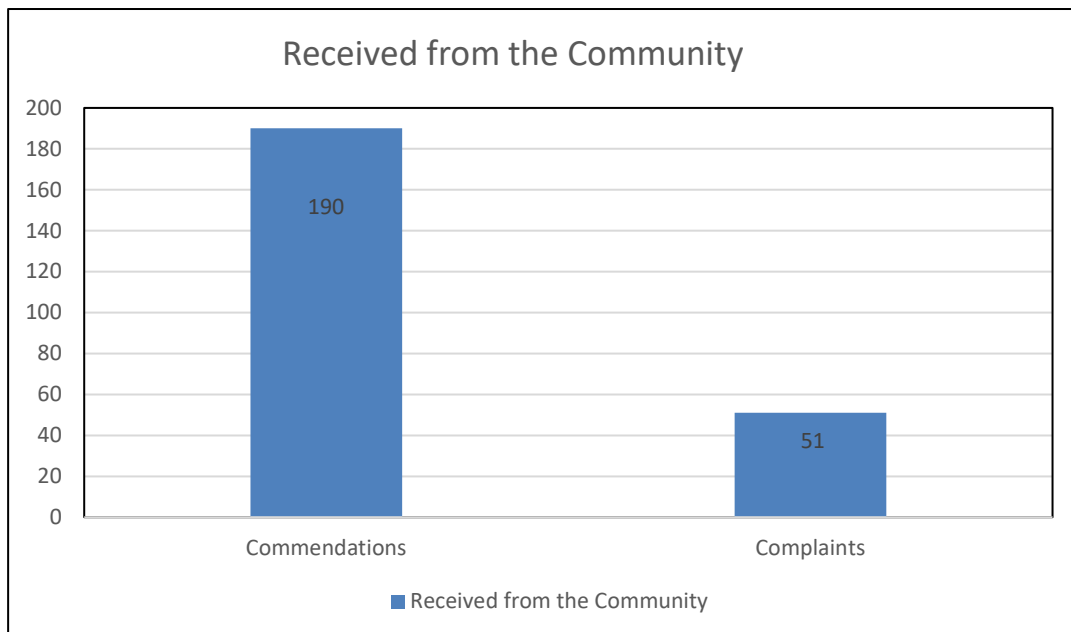
Closed Out as Inquiries: 6 (As of September 30, 2022)

An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.

Source of Complaints—January 1 through September 30, 2022

Received by the Office of Police Ombudsman	Total: 19
Received by the Spokane Police Department	Total: 44
Internally Generated by the SPD	Total: 12
Generated by the Community	Total: 51

The department consistently receives more commendations from the community than complaints.



Use of Force Update

2022 Non-Deadly Reportable Use of Force Incidents

From January 1- September 30, 2022, there were 63 non-deadly use of force incidents, including 15 K9 contacts and 48 other types of force (e.g., TASER). Four incidents involved both a K9 and other force.

2022 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- September 30, 2022, there were three deadly force incidents.

Incident 2022-20012711 (Pending Prosecutor Review)

Incident 2022-20012711 took place on January 24, 2022, in the area of 2400 E. Desmet. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The Spokane County Prosecutor is reviewing the investigation.

Incident 2022-20134271 (Pending Criminal Investigation)

2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Incident 2022-20156670 (Pending Criminal Investigation)

2022-20156670 took place on September 4, 2022, in the area of 2900 E. Wabash Avenue. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Items of Interest – SPD Volunteers

Spotlight on SPD Reserve Officers

The Reserve Officer Class of 2022 has been working hard to complete their five-month 290-hour Reserve Academy. These hardworking individuals attend the Academy on evenings and weekends. The program culminates with a certification examination administered by the Washington State Criminal Justice Training Commission prior to graduation.

After graduation from the Reserve Officer Academy, Reserve Officers continue monthly training and volunteering to maintain their status. Reserve Officers can continue their training with a mentoring program allowing them to progress to a Level II Reserve Officer, able to respond to calls as a solo officer.

Prior to attending the Reserve Academy, applicants must pass a background check, physical ability test, a polygraph, oral board, psychological testing, medical screening, and a review by the Chief of Police.

The 2022 Reserve Academy is a diverse group of individuals, consisting of three females and six males. Racial/ethnic backgrounds include North African, Middle Eastern, Black, and White. They will be graduating from the Reserve Academy this November.

These volunteers from our community provide incredible support to the department. A Reserve Officer is fully commissioned while on duty.



Here are the Reserve students celebrating completing 12 weeks in the Academy.



SPD Reserve Officers are active in community outreach.



Below left, Reserve Officer applicants honor Lieutenant J. D. Anderson. Below right and center, applicants in traffic stop safety training.



Reminder from Traffic Sergeant Teresa Fuller

After a month-long warning period for three new School Zone Safety Cameras, ticket issuance starts November 1st, 2022. The three cameras, one on Bernard, one on Regal and one on Ray, will issue tickets to the registered owner of a vehicle that exceeds the posted speeds in the 20mph school zones at Ferris High School, as well as Adams and Roosevelt Elementary schools. Cameras will operate during school hours when the school beacons are flashing to capture images of every vehicle exceeding the school zone speed limit.

Speeding is a deadly and costly problem, especially in school zones. A national survey found two-thirds of drivers exceed the posted speed limit in school zones during the 30-minute periods before and after classes. School zone speed safety cameras provide a constant enforcement presence that changes driver behavior for improved community road safety.

In 2021, speed-related crashes killed 206 people in Washington. Children are especially vulnerable. A pedestrian struck by a car at 20 mph has a 90 percent chance of survival, but the survival rate drops to 50 percent at 30 mph and 10-15 percent at 40 mph.

Several years ago, members of Spokane's City Council voted in support of School Zone Speed Safety Cameras after a student was critically injured by a speeding vehicle just blocks from an elementary school in 2014. City leadership was determined to find a solution to the growing problem of pedestrian safety and speeding in school zones. A resolution passed in December 2014 called for the placement of Speed Safety Cameras in school zones and the installation of flashing signals to remind drivers of the posted speed limit.

K9 Zeus's Retirement



On October 3, 2022, K9 Zeus retired, after seven years of service to the City of Spokane. He worked faithfully with his handler, Officer Todd Belitz. His keen nose was a huge help to the department. Zeus was skilled at catching suspects; he assisted with apprehending almost 400 suspects during his tenure. He also performed in over 100 community demonstrations at various schools and events. He was wonderful meeting community members, especially kids, and was a huge hit at the Police Activities League and Spokane County Fair. Good job, Zeus! You'll be missed.

Retiring Employee Celebrates 25 Years of Service

Records Specialist Jeff Weinfurter retired from SPD after 25 years. Here are photos of his retirement celebration.



Items of Interest – Behavioral Health Unit

BHU continues to take crisis calls and divert behavioral health calls from general patrol response. In August, the BHU responded to 609 calls for service, contacting 360 individuals in crisis. The unit is still in search of four clinicians to pair with law enforcement, due to the workforce shortages that are within the clinical career field.

BHU shared a recent example of a successful diversion in August. A young woman contacted the BHU for help. Earlier, her family had called in reporting that she was suicidal and planned to jump off a bridge. Her boyfriend contacted her as she was walking to the bridge and only a couple blocks away and convinced her to return home. The woman told the BHU she was suicidal due to severe anxiety. She had not been sleeping or eating in several days and was disoriented. She had a history of PTSD and suicidal ideation, which resulted in an involuntary hospitalization in 2020. The experience was traumatic for her.

The BHU was able to work with her and her family to set up a safety plan. This plan included her boyfriend staying with her to monitor her for safety and follow up from Mobile Crisis Response (MCR), diverting her from the hospital. BHU discussed outpatient treatment options with her, and she was agreeable to getting help enrolling in treatment. MCR provided follow up and continued safety assessments and connected her to a peer through Frontier Behavioral Health. The young woman is doing well and following the safety plan. She is continuing outpatient treatment and is continuing to work with the assigned peer.

Items of Interest – In-Service Training

Fall In-Service Training

Fall In-Service is 10 hours of mandatory training provided to all officers, beginning in October 2022 and continuing through November. Reality Based Training (RBT) is a big part of the training. RBT allows officers to run through many scenarios and links with recent Field In-Service Trainings. The RBTs incorporate policy (De-escalation and Use of Force) review in instruction. Criminal Procedures training (focusing on Terry Stops and Use of Force) is provided, along with an update from Executive staff. The second half of the day is dedicated to Defensive Tactics (DT) and Firearms. DT training encompasses Less-lethal Recertifications: 40 mm (blue nose foam munitions), TASER, OC (pepper spray), Baton, Pepper Ball. Officers receive instruction on policies involving the weapons as well as recertification. The range portion includes shooting with shields, general firearms, and low light “shoot-no shoot” decision making.

Note: Washington Association of Sheriffs and Police Chiefs (WASPC) Accreditation standards require yearly instruction on use of force policies. SPD always provides instruction on the use of force policy at In-Service. WASPC also requires officers to receive training on less-lethal weapons (e.g., TASER, pepper spray) every two years. SPD has been providing this training/recertification annually.

Other In-Service Training in 2022

- During March and April 2022, SPD held a mandatory 10-hour training that included legal updates, officer wellness, critical incidents, firearms training, defensive tactics (Level 1 recertification, ground survival tactics, weapon retention, de-escalation) and reality-based training.

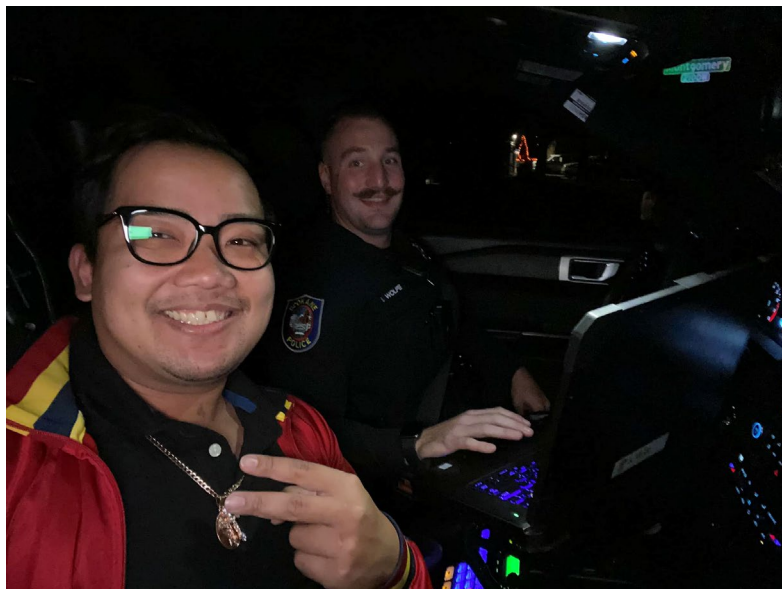


- During May and June 2022, SPD held a mandatory 8-hour in-service training on the Active Bystandership for Law Enforcement (ABLE) Project. The ABLE Project is Georgetown University Law Center’s national training and support initiative for U.S. law enforcement agencies committed to building a culture of peer intervention that prevents harm.

Patrol Team 11



City Council Legislative Assistant Mark Carlos on Ride-Along with Officer Seth Wolfe
“He was very kind and knowledgeable. I truly feel like I learned a lot!”



North Precinct

Collaboration with Neighborhood Residents and Businesses

- Neighborhood Resource Officer J. Howe arrested a prolific property crime suspect, thanks to the video a neighborhood resident provided. The resident emailed a video of a burglary and theft from her property. The video clearly depicted the suspect. The next day, NRO J. Howe was driving around Hayes Park and saw the suspect walking through the park. When NRO J. Howe went to contact the suspect, he took off running. Other SPD units in the area responded and located the suspect. He admitted to the crimes and was arrested.
- Officer J. Howe also reported he recently towed 14 abandoned vehicles.
- NRO J. Pavlischak has been focusing on Cannon Park, and the Maple Street Bridge, as both generate many calls for service. He has also towed multiple abandoned vehicles. There are several properties with Chronic Nuisance Notices (CNN) pending.

Coffee with a Cop at Christ Kitchen

North Precinct staff held a “Coffee with a Cop” outreach event on October 4, 2022, at Christ Kitchen – A Place of Hope for Women in Poverty. Officers enjoyed learning about the services Christ Kitchen offers to our community. The goal of Christ Kitchen is to offer a nurturing, healthy, caring environment where women learn work skills and life skills and meet relational needs. It provides a community within which to grow, learn, give, and be supported. Women are able to grow vegetables and flowers onsite as well as work in the production and sales of gourmet dried food products and full-service catering services. Mixes for soups and breads and cookies are sold at Yoke’s and Rosauers grocery stores and many other locations around Spokane.



South Precinct

Collaboration with Neighborhood Residents and Businesses

- The September mission was East Central, near the DOT camp, with the goals of reducing Part I crimes and calls for service. Officers are employing business checks around the camp. During the first two weeks of September, there were 64 CFS incidents of all types, 16 officer-initiated and 37 officer responses to 911 calls. There were three arrests with six Part I crimes.

- The South Precinct also focused on Cliff Drive, as neighbors complained about drug dealing and speeding. During the mission, it was quiet. Although there were multiple patrol checks, there were only 8 calls for service, zero arrests and zero Part I crimes.

Precinct Outreach

- On September 17th, South Precinct staff ran a BBQ for the Cannon Hill Street Fair.
- Precinct Captain Matt Cowles also delivered a presentation on safety and situational awareness to the Mukogawa University - U.S. Campus.
- Captain Cowles is also helping the 2nd Harvest Food Bank at the Martin Luther King Jr. Community Center.

Downtown Precinct

Crime Prevention Missions

- During September 2022, the Precinct focused on Division-Pine/Pacific-2nd. NROs use high visibility patrols, voluntary contacts, and enforcement if needed. The Trueblood clinician makes daily check-ins. These tactics are in place to reduce open drug use, make referrals to service providers, and reduce Part 1 Crimes.
- On September 14, 2022, the statistics were 90 calls for service, 40 officer-initiated incidents, 10 arrests, four Part I crimes, and six medics calls (three overdoses). The previous statistics from two weeks before were 102 calls for service, 48 officer-initiated incidents, 10 arrests, seven Part I crimes, and four medics calls. 37 new warnings for Sit and Lie were issued. Nine citations were issued, five individuals were arrested on warrants, and there were five new charges.
- Officers make contacts with people downtown, offering services and resources available to assist with drug addiction, housing, mental health, etc. Officers educate people about the Sit and Lie, Unauthorized Camping, and new shelter options. Officers often offer to provide a courtesy ride to a shelter or treatment facility.

Precinct Outreach

- Downtown Community Court triage meeting
- Hot Spotters meeting
- Downtown security group meeting
- Business Improvement District Board meeting
- Washington State Public Safety Review Panel meeting
- Riverside Neighborhood Council meeting
- Coffee with a Cop at Thomas Hammer Coffee on Wall Street near the Precinct.



New Immigrant Training for Lutheran Community Services Northwest (LCSNW):

LCSNW asked the Community Outreach Unit to put on training for juvenile immigrants from Afghanistan and their foster parents in the Unaccompanied Refugee Minor Foster Care program. Sergeant Greg Rogan and Officer Micah Prim conducted the training, which covered Washington State laws, driving laws, drugs, and interaction with law enforcement. There were many questions about driving laws and good discussion about vaping, smoking and fentanyl. The class was scheduled for an hour, but the youth had so many questions, it went for about 1 hour and 45 minutes.

LCSNW staff wrote, "Greg and Micah, Thank you for taking the time to speak to our foster parents and youth. I am glad we had a big turnout for this important information, and thank you for your patience in answering all their questions and concerns. We know it's a big deal to the youth to know that you are here to help."

Eli's Birthday



7-year-old Eli wanted to meet with a police officer for his birthday. Eli wants to be a police officer when he grows up. SPD Community Outreach Unit stopped by to talk about police work and give him a tour of a police car.

Drug Take-Back Day Planning with Northeast Community Center

Community Outreach officers attended a meeting with Northeast Community Center members for upcoming community events, including the Drug Take Back Day Oct 29, 2022.

Spokane County Interstate Fair

The Community Outreach Unit set up a table with Washington State Patrol and Spokane County Sheriff's Office. Officers were there to meet the public and answer questions about the police department. Officers also were recruiting for officers and volunteers (Explorers, Cadets, and Reserve Officers). Community Outreach reported fantastic interactions with the public and potential employees and volunteers. Community members enjoyed the photo booth with K9 Zeus who is retiring. K9 Zeus has been involved in countless outreach presentations over the years.



Saint Thomas Moore Elementary Field Day

What a fun day for students to participate in field games and a fun run for prizes! Community Outreach officers brought a police car for students to look at and they handed out stickers during the event.

Junior League of Spokane's Touch-a-Truck

Touch-a-Truck is a family-centric event that offers children a hands-on opportunity to explore all sorts of trucks and vehicles, such as emergency, utility, construction, transportation, and buses. In addition to getting to climb in and on the various trucks and machinery, children also get to meet the people who build, protect and serve the greater Spokane community. Historically, there are usually over 30 local and national companies that proudly participate in the annual Touch-a-Truck event. Community Outreach had the SWAT Bearcat vehicle there for kids and families to get inside and see the equipment that the police use.

Whitworth University Outreach

Sergeant Rogan and Officer Kerns were invited to talk to a Political Science Class at Whitworth University. They gave an overview of the department's mission and different units within the department. They informed the students about Community Outreach events and all the programs run by the unit. The class then had a question and answer session with lots of participation from the students. Students had many questions about our programs and how they are implemented within the community.

Embrace Washington

On September 22, 2022, Chief Craig Meidl and Captain Tracie Meidl attended an event for Embrace Washington. The organization's mission is to fulfill the unique needs of children experiencing foster care to build healthy foundations for a brighter future. The organization offers support services to over 1,400 children experiencing foster care and their families in Eastern Washington. Support services include car seats, new beds, duffel bags, educational tutoring, and therapy equipment for children with disabilities, as well as events for foster families. Learn more at [Embracewa.org](https://www.embracewa.org).



Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting Nov 7th, 2022.</p> <p>Statistic for Photo Red for the time frame of September 1st 2022, thru September 30th, 2022.</p> <p>There were 1787 violations on the photo red system from September 1st, 2022 thru September 30th, 2022. During the same time frame in 2021 there were 2431 violations, which is a decrease of 644 violations. SK13 Thor/2nd and SK009 Freya/3rd and SK07 2nd/Thor wrote zero infractions. These three sites are down due to construction. This accounts for the reductions.</p> <p>Statistic for Photo Speed for the time frame of September 1st, 2022, thru September 30th, 2022.</p> <p>There were 2164 violations on the photo speed system from September 1st, 2022 thru September 30th, 2022. During the same time frame in 2021 there were 3129 violations, which is a decrease of 965 infractions. SK20 Monroe St @ Willard had an equipment failure at the beginning of the month and was down for a short period.</p> <p><u>Executive Summary: Photo RED</u></p> <p>September 1st, 2022, thru September 30th, 2022</p> <ul style="list-style-type: none"> • Division and Sprague was the highest with 399 violations. • Division and Francis was the second highest with 269 violations. • Browne and 3rd was the third highest with 262 violations. • Browne and Sprague was the fourth highest with 239 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p>September 1st, 2022, thru September 30th, 2022</p> <ul style="list-style-type: none"> • SB Nevada St @ Longfellow Elementary was the highest with 862 violations.

	<ul style="list-style-type: none"> • EB W Northwest Blvd @ Finch was the second highest with 415 violations. • SB Ash St @ Ridgeview Elementary was the third highest with 358 violations. • SB Monroe St @ Willard Elementary was the fourth highest with 343 violations.
Proposed Council Action & Date:	
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?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	Community, Housing, and Human Services Department
Contact Name & Phone	George Dahl
Contact Email	gdahl@spokanecity.org
Council Sponsor(s)	Beggs and Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>5:00 minutes</u>
Agenda Item Name	SBO – Affordable & Supportive Housing
Summary (Background)	<p>This SBO will increase the appropriation in the Affordable & Supportive Housing Fund by \$1,000,000 to enable the City to distribute funding for Affordable Housing awards. The fund currently has an unappropriated fund balance of \$1,000,423; therefore, the fund has capacity to increase the appropriation by \$1,000,000.</p> <p>The Affordable & Supportive Housing Fund was established following Washington State House Bill 1406 from the 2020 legislative session which allows the City to deduct a portion of taxes collected by the State Department of Revenue for use on Affordable and Supportive Housing initiatives. Additional information about the Sales and Use tax the City is able to collect can be found in SMC Section 08.07B.010.</p> <p>City Council approved the funding requests as presented at their August 1, 2022, Consent Agenda Meeting. For more information, please see OPR 2022-0559.</p> <p>Of the \$1,000,000 increase in appropriation:</p> <ol style="list-style-type: none"> 1. \$975,000 will be awarded to subrecipients that will be responsible for distributing the Affordable Housing awards to the citizens of Spokane. 2. A total of \$25,000 will be used to cover the administrative cost to the City; <ul style="list-style-type: none"> - \$10,235 for City employee salaries, - \$3,541 for City employee benefits, - \$11,224 for City indirect costs.
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO requesting an increase to the appropriation in the Affordable & Supportive Housing Fund in order to distribute Affordable Housing awards.</p> <p>November 7, 2022: Advanced & Consent Agenda (suspension of rules requested)</p>
<p>Fiscal Impact: Total Cost: \$1,000,000 (use of unappropriated fund balance). Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Sales and Use Tax for Affordable and Supportive Housing per HB 1406. Funding source (sales tax) is ongoing, but will not be this amount each year of course.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing & housing-related services for low-mod-income households.

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?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement.

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?

These funding recommendations are a response to legislative actions outlined in SMC 08.07B & 08.7C.

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 Affordable & Supportive Housing 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 Affordable & Supportive Housing Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$1,000,000.
- A) Of the increased appropriation, \$975,000 is provided solely for contractual services provided by subrecipients that are responsible for distributing funding for Affordable Housing.
- B) Of the increased appropriation, \$25,000 is provided solely for the City's administration of Affordable Housing initiatives.
- C) The increased appropriation is funded by the Affordable & Supportive Housing Fund's unappropriated fund balance.

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 increase the appropriation in order to distribute funding for Affordable Housing initiatives, 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 Safety and Community Health Committee

Submitting Department	Community, Housing, and Human Services Department
Contact Name & Phone	George Dahl
Contact Email	gdahl@spokanecity.org
Council Sponsor(s)	Beggs and Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>5:00 minutes</u>
Agenda Item Name	SBO – Housing Local Sales Tax Fund
Summary (Background)	<p>This SBO will increase the appropriation in the Housing Local Sales Tax Fund by \$7,000,000 to enable the City to distribute funding for Affordable Housing awards. The fund currently has an unappropriated fund balance of \$7,798,977; therefore, the fund has capacity to increase the appropriation by \$7,000,000.</p> <p>The Housing Local Sales Tax Fund was established following Washington State House Bill 1590 from the 2020 legislative session which allows the City to collect a 0.1% local sales and use tax for affordable housing and supportive services. Additional information about the tax the City is able to collect can be found in SMC Section 07.08.155 and RCW 82.14.530.</p> <p>City Council approved the funding requests as presented at their August 1, 2022, Consent Agenda Meeting. For more information, please see OPR 2022-0559.</p> <p>Of the \$7,000,000 increase in appropriation:</p> <ol style="list-style-type: none"> 1. \$6,825,000 will be awarded to subrecipients that will be responsible for distributing the Affordable Housing awards to the citizens of Spokane. 2. A total of \$175,000 will be used to cover the administrative cost to the City; <ul style="list-style-type: none"> - \$71,638 for City employee salaries, - \$24,786 for City employee benefits, - \$78,576 for City indirect costs.
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO requesting an increase to the appropriation in the Affordable & Supportive Housing Fund in order to distribute Affordable Housing awards.</p> <p>November 7, 2022: Advanced & Consent Agenda (suspension of rules requested)</p>
Fiscal Impact: Total Cost: \$7,000,000 (use of unappropriated fund balance). 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: Sales and Use Tax for Affordable and Supportive Housing per HB 1590. Funding source (sales tax) is ongoing, but will not be this amount each year of course. 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 proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing & housing-related services for low-mod-income households.

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?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement.

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?

These funding recommendations are a response to legislative actions outlined in SMC 08.07B & 08.7C.

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 Housing Local Sales Tax 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 Housing Local Sales Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$7,000,000.
- A) Of the increased appropriation, \$6,825,000 is provided solely for contractual services provided by subrecipients that are responsible for distributing funding for Affordable Housing.
- B) Of the increased appropriation, \$175,000 is provided solely for the City's administration of Affordable Housing initiatives.
- C) The increased appropriation is funded by the Housing Local Sales Tax Fund's unappropriated fund balance.

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 increase the appropriation in order to distribute funding for Affordable Housing initiatives, 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 Safety & Community Health

Submitting Department	City Council
Contact Name & Phone	Erik Poulsen
Contact Email	epoulsen@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	State Lobbyist Contracts
Summary (Background)	<p>Seeking approval of state lobbying contracts with Nick Federici and Luke Esser, as selected by the RFP committee. There are two contracts – one for Federici and one for Esser. Each are for three years (Nov. 1, 2022, through Oct. 31, 2025) with the option of 2 1-year renewals.</p> <p>Contract amount is \$42,000 each per year, for a total of \$252,000 for all three years.</p>
Proposed Council Action & Date:	Filed for suspension of the rules and Council consideration on 11/7
Fiscal Impact: Total Cost: <u>\$252,000 for three years</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: City Council 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? State lobbyist services helps the City of Spokane be more effective during the state Legislative Session in obtaining outcomes that are positive for all residents of Spokane.	
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? This contract will be subject to possible RFP in 3-5 years, which is when the chosen RFP committee would evaluate new RFP responses. The City's legislative team will likely determine whether 1-year renewals should be granted.	

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 – the lobbyists work with the City’s legislative team to push the City’s State Legislative Agenda as adopted by Council and the legislative team.



City of Spokane
PERSONAL SERVICES AGREEMENT
**Title: STATE LEGISLATURE
AND LOBBYING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NICK FEDERICI, NICK FEDERICI GOVERNMENT RELATIONS**, whose address is 2714 North Alder Street, Tacoma, Washington 98407, as ("Lobbyist"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 5747-22 and Lobbyist's Proposal dated October 23, 2022, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2022, and shall run through October 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed 2 (two) additional one year renewals.

3. COMPENSATION / PAYMENT.

Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$126,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Lobbyist's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Lobbyist agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It

shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Lobbyist's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Lobbyist or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Lobbyist shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Lobbyist's services under this Agreement, as well as all of the parties who are additional insureds. The Lobbyist shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Lobbyist and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Lobbyist and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. 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.

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Lobbyist, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Lobbyist shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be

affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Lobbyist after the time the same shall have become due nor payment to the Lobbyist for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Lobbyist. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

NICK FEDERICI GOVERNMENT RELATIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Lobbyist's Proposal dated October 23, 2022

22-207-a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Lobbyist) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



City of Spokane
PERSONAL SERVICES AGREEMENT
**Title: STATE LEGISLATURE
AND LOBBYING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LUKE ESSER**, whose address is 404 158th Place SW, Bellevue, Washington 98008, as ("Lobbyist"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Lobbyist shall perform State Legislature and Lobbying Services in accordance with RFP 5747-22 and Lobbyist's Proposal dated October 23, 2022, which is attached as Exhibit B. In the event of a conflict between the Scope of Work and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2022, and shall run through October 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed 2 (two) additional one year renewals.

3. COMPENSATION / PAYMENT.

Total compensation for Lobbyist's services under this Contract shall not exceed **ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$126,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Lobbyist shall submit its applications for payment to City of Spokane City Council Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Lobbyist's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Lobbyist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Lobbyist shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Lobbyist's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Lobbyist agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It

shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Lobbyist's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Lobbyist's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Lobbyist or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Lobbyist shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Lobbyist's services under this Agreement, as well as all of the parties who are additional insureds,. The Lobbyist shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Lobbyist and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Lobbyist and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. 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.

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Lobbyist for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Lobbyist's services will be the degree of skill and diligence normally employed by professional Lobbyist performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Lobbyist shall be safeguarded by the Lobbyist. The Lobbyist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Lobbyist's records or data is not related to this project, it shall be without liability or legal exposure to the Lobbyist.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

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

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A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Lobbyist, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Lobbyist shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be

affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Lobbyist after the time the same shall have become due nor payment to the Lobbyist for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Lobbyist. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

LUKE ESSER

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Lobbyist's Proposal dated October 23, 2022

22-207-a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Lobbyist) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



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

REQUEST FOR PROPOSALS

<u>RFP NUMBER:</u> 5747-22 <u>RFP TITLE:</u> State Legislative and Lobbying Services <u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department <u>PRE-SUBMITTAL MEETING:</u> N/A <u>QUESTION DEADLINE:</u> October 13, 2022 <u>TIME:</u> 5:00 P.M.	<u>PROPOSAL DUE DATE:</u> October 24, 2022 <u>TIME:</u> 1:00 P.M. <u>Proposal Submittal:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter “City”) shall be with the Request for Proposal Coordinator and submitted through the ‘Clarifications’ tab in the City’s online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City Council Office is initiating this Request for Proposals (hereinafter “RFP”) to solicit Proposals from Firms interested in providing state legislative and lobbying services

1.3 MINIMUM QUALIFICATIONS

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

The Firm must have documented record of three (3) years of experience in legislative affairs work, government representation, or lobbying at the state capitol in Olympia, Washington.

The Firm must be registered with the Public Disclosure Commission (PDC) for lobbying activity in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for a three-year term with two one-year renewal options. Multiple contracts may be awarded. Contract renewals shall be initiated at the discretion of the City and subject to mutual agreement.

1.5 ADDENDA

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

1.6 TERMS AND CONDITIONS

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

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	10/13/2022 – 5:00 p.m.
Proposals Due	10/24/2022 – 1:00 p.m.
Evaluation, Negotiation and Contract Award	Late October, 2022
Begin Contract Work	November 1, 2022

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

2. SCOPE OF SERVICES

The successful Firm will provide legislative and lobbying services at the state level to assist the City of Spokane in developing and executing on its legislative agenda and securing funding for capital projects identified by the City.

The City's legislative agenda may include broad areas of general municipal government concern, including without limitation: telecommunications, solid waste disposal, parks and recreation services, economic development, streets and transportation, sanitary sewer, stormwater, infrastructure, green space, police and fire services, grants, legislative issues that restrict local municipal authority such as eminent domain and annexation, and any other issues affecting municipalities as more fully described below.

The Firm must agree to be available at all times upon reasonable request to meet with City Council, the Mayor, and designated City staff, and others as specified in order to perform the responsibilities assigned; to attend meetings; represent the interests of the City; and act as liaison between the City and all branches, departments, and agencies of the State of Washington.

Specifically, state legislative and lobbying services include, without limitation:

- Represent the interests of the City of Spokane before members of the Washington State Legislature, the Office of the Governor, relevant state agencies, applicable associations, stakeholder groups, organized coalitions, and interest groups.
- Work collaboratively with the City Council, the Mayor, and designated staff prior to the legislative sessions to assist in the development of the City of Spokane's legislative agenda, including identifying necessary strategies to accomplish the goals to support the legislative policies and initiatives adopted by the City Council.
- Assist the City in the preparation of appropriations requests and required committee requests and assertively seek funding for the City's capital budget request items.
- Work to draft legislation, secure sponsorships of bills and/or amendments, secure the appropriate legislative hearings, and to do other work as needed to further the City's interests as expressed in its legislative agenda.
- Assist in identifying, scheduling, and preparing testimony before relevant legislative committees or state agencies as needed.
- Monitor on a continuing basis and advise the City of Spokane on emerging legislation or agency policy changes that could affect the City in either a positive or negative manner and provide

recommendations on proactive responses which protect the City's interests and help further the City's legislative agenda.

- Review the legislative policy statements adopted by the Association of Washington Cities (AWC) and other local governments and lobbying groups to identify issues affecting the interests of the City of Spokane, monitor action on these initiatives, and advocate for the City's interests where appropriate.
- Provide weekly written updates during the session on legislative and agency activity having an impact on issues of importance to the City of Spokane.
- Monitor state legislative committees, agency rule-making processes, hearings, and meetings during the legislative session, and advise the City on actions needed to implement legislation in a manner most favorable to the City of Spokane's legislative agenda.
- Provide written post-session summary of legislative activities as they affect cities in general and the City of Spokane's legislative agenda in particular.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

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

3.2 LETTER OF SUBMITTAL

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

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Confirmation that the Firm meets the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- D. Confirmation that under contract, a Firm/Lobbyist shall not continue or undertake representations that may create conflicts of interest without the informed consent of the City or potential client involved. Firm/Lobbyist shall avoid advocating a position on an issue if the lobbyist is also representing another client on the same issue with a conflicting position. Firm/Lobbyist shall disclose all known conflicts to the City or prospective client, discuss, and resolve the conflict issues promptly.
- E. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- F. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

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

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach including methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

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

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time.

Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.

Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

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

4.2 EVALUATION PROCEDURE

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

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 40% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	30 Points (Maximum) 10 Points (Maximum)	40 points
MANAGEMENT PROPOSAL – 30% Firm and Staff Experience/Capabilities/Qualifications	30 Points (Maximum)	30 points
COST PROPOSAL – 30%	30 Points (Maximum)	30 points
GRAND TOTAL FOR WRITTEN PROPOSAL		100 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

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

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

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

ATTACHMENT 1

REQUEST FOR PROPOSAL #5747-22 - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

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

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

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

7. CONFLICTS OF INTEREST

Firm/Lobbyist shall not continue or undertake representations that may create conflicts of interest without the informed consent of the City or potential client involved. Firm/Lobbyist shall avoid advocating a position on an issue if the lobbyist is also representing another client on the same issue with a conflicting position. A Lobbyist shall disclose all known conflicts to the client or prospective client and discuss and resolve the conflict issues promptly.

8. INTERLOCAL PURCHASE AGREEMENTS

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

9. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

10. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

11. NONDISCRIMINATION

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

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to

obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

14. ANTI-KICKBACK

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

15. DISPUTES

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

16. TERMINATION

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

along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

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

18. LIABILITY

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

19. INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

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



Proposal by Nick Federici & Luke Esser

**In Response to City of Spokane
RFP# 5747-22 for
State Legislative and Lobbying Services**

October 23, 2022

**Nick Federici
Nick Federici Govt. Relations
M: (360) 418-1936
nickfederici@gmail.com**

**Luke Esser
Attorney & Govt. Affairs
M: (425) 736-6067
lukeesser@aol.com**

LETTER OF SUBMITTAL

Oct. 23, 2022

Thank you for this opportunity to respond to the City of Spokane's RFP# 5747-22, State Legislative and Lobbying Services, and to present this Proposal. It has been an honor to represent the City of Spokane in the halls of Olympia for the last six years, and we are eager to continue doing so. We have experienced great professional satisfaction in working with the City's in-house team to achieve many legislative and budget successes in recent years and we look forward to helping the City achieve many more success in the years ahead. To that end, we are proud to present the following Proposal.

A. Our contact information:

Nick Federici
Nick Federici Govt. Relations
2714 North Alder Street
Tacoma, WA 98407
M: (360) 418-1936
nickfederici@gmail.com

Luke Esser
Attorney & Govt. Affairs
404 – 158th Pl. SE
Bellevue, WA 98008
M: (425) 736-6067
lukeesser@aol.com

B. Our legal status: we operate separately as sole proprietors, though we team up to provide joint legislative services for several of our mutual clients, especially city clients. Our business addresses appear directly above in our contact information.

C. We hereby confirm that both of us meet all the minimum qualifications as identified in Paragraph 1.3 ("Minimum Qualification") of the RFP (we are licensed to do business in the State of Washington; we have a documented record of three years of experience in legislative affairs work/lobbying at the state capitol in Olympia; and we are registered with the Public Disclosure Commission for lobbying activity in the State of Washington).

D. We both hereby confirm that under contract, we shall not continue or undertake representations that may create conflicts of interest without the informed consent of the City or potential client involved; we shall avoid advocating a position on an issue if the lobbyist is also representing another client on the same issue with a conflicting position; and we shall disclose all known conflicts to the City or prospective client, discuss, and resolve the conflict issues promptly.

E. Neither of us are current or former employees from the participating Agencies.

F. We hereby acknowledge that we will both comply with all the terms and conditions set forth in the RFP, unless otherwise agreed by the Agencies.

Our team offers a balance of lobbying experience and expertise that is unmatched in Olympia. We direct your attention in particular to the "Management Proposal" section of our Proposal, where we detail the advantages our team can continue to offer to the City of Spokane. Thank you again for the opportunity to present this Proposal.

Nick Federici



Luke Esser



TECHNICAL PROPOSAL

Our Technical Proposal has two parts: we start first with the overarching principles that are the foundation for all the services we provide, and then we describe our approach to providing each of the government affairs services detailed in Section 2 (“Scope of Services”) of the RFP. We are proud of all that we have accomplished for the City of Spokane and for our other city clients in recent years, and we also take pride in the way that we conduct ourselves while performing our work on behalf of our city clients.

OUR OVERARCHING PRINCIPLES

We never forget that we are the public face of our clients to legislators and their staff, the Governor’s Office, personnel at state and federal agencies and to the community at large. Mindful of this important responsibility, the following are the overarching principles that guide us year-round in our advocacy work on behalf of our clients in Olympia and throughout the state:

- Represent our clients in an ethical and professional manner
- Treat everyone with courtesy and civility
- Earn respect and credibility through thorough preparation on every issue
- Maintain open lines of communication and remain accessible
- Keep our word
- There is no substitute for personal contact with key decision-makers
- The Legislative Session begins long before Opening Day
- The Legislative Session isn’t over until the Governor takes action on the last bill
- State and federal agencies never adjourn for the year

OUR APPROACH TO ADVOCACY

The strategies and tactics that define our approach to advocacy are presented below in outline format. This is a project-based approach that we have honed over decades of experience in Olympia and it has proven itself effective time and time again for our local government clients and for all the clients we represent. We know from experience that this approach accomplished the goals of our city clients, and we are confident that this approach will continue to prove successful for the City of Spokane on into the future.

CONSTANTLY MONITORING THREATS & EXPLORING OPPORTUNITIES

- State agencies never adjourn for the year. We therefore provide year-round monitoring, identification and analysis of key regulatory and legislative processes in Olympia.
- Likewise, legislative committees hold interim meetings that must be closely monitored and reviewed.
- Continuous review of AWC policy developments, of activity by other stakeholders and interest groups, and of political developments in general in the state.
- This “early warning system” on behalf of the City can be invaluable in identifying new threats and emerging opportunities.

STRATEGIC THINKING ALIGNED WITH THE CITY'S PRIORITIES

- We remain in constant contact with our city clients to help them develop and refine their priority issues.
- Based on unique priorities in each city, we provide legislative and regulatory strategic advice, aligned with the City's priorities and focused on effectively promoting the City's budget and policy objectives.
- Achieve tangible progress by working with City elected officials and staff on development, preparation and implementation of State Legislative Agenda for 2023 and in succeeding years.

COMMUNICATE & ADVOCATE FOR THE CITY'S PRIORITIES

- Waste no time in communicating the City's priorities to local legislators, other key legislators, Governor's Office, and state agency personnel.
- Early engagement leads to local legislators becoming more invested in City's legislative and regulatory priorities.
- We have had great success in gathering local legislators (including some who do not represent any part of the City) for an in-person sharing of priorities before Session begins.

SECURE PRIME SPONSORS AND "CHAMPIONS" FOR CITY'S PRIORITIES

- Work closely with local legislators (especially those from 3rd & 6th Legislative Districts), learn their interests and priorities, and determine the best choice to spearhead each priority issue.
- Recruit Prime Sponsors for policy bills and "Champions" for appropriation requests (in Capital Budget, Operating Budget and Transportation Budget).
- Assure recruited prime sponsors and "champions" of ongoing support from the advocates for the City and from City elected officials and staff, coordinate joint efforts, and then follow through.

BROADENING THE CIRCLE OF SUPPORT

- Arrange bipartisan and geographically dispersed groups of Co-Sponsors for policy bills and "Supporters" for appropriation requests.
- Ensure early committee support by obtaining co-sponsorships from members of the appropriate policy committee, the Rules Committee and fiscal committees.

ORCHESTRATING PERSUASIVE COMMITTEE TESTIMONY

- Arrange public hearings for City policy bills at times convenient for City.
- Promptly alert City elected officials and staff of opportunities to testify on other bills of interest (whether those bills represent threats or opportunities).
- Develop concise, persuasive talking points for City elected officials and staff in preparation for testimony in Olympia.
- Deliver testimony ourselves as representatives of the City when necessary.

BUILDING ON THE MOMENTUM OF SUCCESSFUL COMMITTEE TESTIMONY

- Secure support of Committee Chair and sufficient votes for committee passage.
- Work with leadership to obtain Floor Votes for priority bills.
- Repeat process in Opposite House.

NEVER TAKE THE EXECUTIVE BRANCH FOR GRANTED

- Familiarize the Governor's Office with our priority bills early in the process.
- We never assume the Governor will sign our bills – we work to earn support.
- Monitor state agency activity (rule-making, bill implementation, enforcement, grant dispersal, etc.) throughout the year and keep City apprised of relevant developments.
- Coordinate with City departments as desired in their interactions with state agencies and the Governor's Office.

BUILDING STRONG RELATIONSHIPS & ALLIANCES

- There is no substitute for personal contact, and therefore personal relationships, with key lawmakers and staff, officials at the Governor's Office, and with state agency personnel.
- We have decades of experience building those relationships, on both sides of the aisle and throughout the state.
- Active coordination with like-minded local governments and the AWC.
- Construction of alliances with other stakeholders committed to the adoption of the City's legislative priorities through coalition building, activation, and ongoing issue leadership.

YEAR-ROUND COMMUNICATIONS & ACCESSIBILITY

- Comprehensive and timely communication on all matters of interest.
- We pride ourselves on being accessible to our clients via phone, text and email.
- Provide timely information and updates through written reports, oral reports, teleconferences and in-person meetings (as desired by the individual client).
- Attend City Council meetings and meet in-person with City staff throughout the year, as requested, to provide briefings on legislative and regulatory activities.

MANAGEMENT PROPOSAL

We are pleased to present this proposal from our joint lobbying team of Nick Federici and Luke Esser, who together offer a unique combination of more than 50 years of governmental affairs experience to all of our city clients (Nick and Luke both represent the cities of Spokane, Yakima, Sammamish and Mercer Island; Luke also separately represents the cities of Puyallup and Federal Way).

Inspired to enter the political arena by his father, who was a Democratic State Representative in Oregon, Nick has been a registered lobbyist in Olympia for 28 years, developing deep and longstanding relationships with progressive organizations and elected officials throughout the state. Prior to this, he served as state agency staff in Olympia from 1992-94.

Luke arrived in Olympia 23 years ago as a Republican State Representative from the 48th Legislative District and served eight years in the Legislature, four in the House and four as a State Senator, and then four years as Chairman of the Washington State Republican Party before beginning his career in government affairs eleven years ago. Luke has been a licensed attorney since 1989 and a registered lobbyist since 2011.

We have a deep understanding of policy development and funding opportunities at every level of government, we build strong bipartisan personal relationships with local delegations and with legislative and leaders from around the state, and we help our clients to clearly and effectively communicate their needs and to achieve their legislative and administrative goals.

As we will delineate more fully below, our veteran team offers four major advantages to the City of Spokane:

1) **Proven Results for City Clients.** Nick and Luke have teamed up since 2016 to provide government affairs services for cities across the state, including some of the largest cities in the state (#2 Spokane, #11 Yakima & #19 Sammamish, plus #50 Mercer Island, while Luke also represents #10 Federal Way & #29 Puyallup). Our successes in both policy development and in procuring multiple appropriations for city clients are detailed more fully below.

2) **Balance and Teamwork.** Nick has been lobbying in Olympia for 30 years on behalf of progressive causes and clients, while Luke is a former Republican state legislator and former Chairman of the state Republican Party who has been lobbying in Olympia for more than a decade now and is also an attorney. Our well-rounded team can therefore offer decades of experience and deep relationships on both sides of the aisle and in every corner of the state.

3) **Experienced Representation, Always.** We have no interns or junior associates. All work for the City of Spokane contained in this proposal will be performed by the veteran members of our team; together we offer a combined 50+ years of high-level experience with state legislative advocacy. You can be confident that every contact made with legislators, the Governor's Office and state agencies on behalf of the City of Spokane will be made by the two of us, and the two of us only.

4) **Strong Alignment with City Legislative Priorities.** We are very familiar with the City of Spokane's Legislative Priorities in recent years, since we helped to both develop those priorities and then implement the work programs that led to the accomplishment of many of those priorities. We have every reason to believe that our strong alignment with the City of Spokane's Legislative Priorities will continue long into the future.

Advantage 1: PROVEN RESULTS FOR CITY CLIENTS

We are proud of the positive results that we have helped to deliver for our city clients in recent years, both in the adoption of public policy and in the procurement of appropriations. The successes we have achieved together for the cities of Spokane, Yakima and Sammamish (we have just begun to represent the City of Mercer Island) reflect exactly the kind of successes that we would expect to continue to deliver for the City of Spokane. As a brief overview of those positive results, we will first provide details about two specific strategic policy initiatives that we developed and then successfully implemented for our city clients. Then we will provide multiple examples of successful outcomes achieved for our city clients in the procurement of budget appropriations.

Success With Strategic Policy Initiatives

➤ Revenues For Local Government Housing Assistance

Nick has led repeated successful efforts to provide local governments with increased local revenues for affordable housing and homelessness services, including the efforts in 2015 and 2020 to allow counties and cities to implement a local sales tax for housing and related services, first by local vote and later by councilmanic action. These funds serve as the basis for the current King County "Health Through Housing" program, among other efforts.

In addition, Nick originated the idea of using real estate document recording fees as a funding source for cities and counties to address homelessness and promote affordable housing back in 2001, and he has since led the effort to reauthorize or increase this funding on seven separate occasions, most recently in 2021. One of the greatest successes for this program occurred during the 2018 Legislative Session, when an increase in the document recording fee was authorized that led to an additional \$21.6 million per year directly for local governments statewide to fund needed homelessness and affordable housing programs.

Another successful legislative effort led by Nick to obtain further revenues for local governments on affordable housing and homelessness came in 2019, when the legislature authorized cities and counties to levy a local sales tax to fund affordable or supportive housing and rental assistance. Because the local tax was credited against state sales tax collected in a jurisdiction, local governments were essentially able to access state funds directly for this purpose and bond against it if desired.

Each of these efforts required development and fostering of coalitions of disparate interests, including non-profit, for-profit, and public housing organizations, Washington State Association of Counties, Association of Washington Cities, individual counties and cities with diverse needs, and a range of service providers and consumers statewide.

Raising state and local revenue is never easy, but Nick has been repeatedly successful in these efforts by building strong and successful coalitions, crafting creative revenue and spending proposals, and tireless advocacy.

➤ **Additional Authority for Automated Traffic Safety Cameras**

A challenging project emerged for Luke during the 2022 Legislative Session when both the City of Spokane and City of Yakima made increasing the availability of automated traffic safety cameras (ATSCs) a priority issue. Under existing state law, cities could only locate ATSCs at the intersection of two arterials, at railroad crossings or in school speed zones. But following feedback from nearby residents of some city parks, the City of Spokane prioritized adding park speed zones as an additional authorized use of ATSCs, in order to increase safety for pedestrians and bicyclists near parks, and the City of Yakima was looking for any reasonable opportunity to expand the use of ATSCs.

The challenge in expanding the authority for ATSCs arose because many legislators perceive ATSCs as simply a money grab by cities, rather than as a tool to address public safety in a time when police safety budgets and police workforces are stretched thin. So there was a need for a strong prime sponsor who wouldn't be deterred by a challenge, and that champion was found in Rep. Marcus Riccelli. It turned out that Rep. Riccelli had heard from constituents at a neighborhood association who were hoping to see ATSCs implemented near a local hospital to slow down cut-through traffic. Thus, the two ideas for increased ATSC authority (park speed zones and hospital speed zones) were melded together into a bill that was sponsored by Rep. Riccelli.

Luke then sought to broaden the coalition geographically, looking for a potential alliance city on the west side of the state with similar hopes for expanding the use of ATSCs, and fortunately the City of Tacoma had their own independent ideas about using ATSCs for intersections with high levels of accidents and they were planning to run a similar bill. Working with Rep. Riccelli, who serves as a long-time member of the House Transportation Committee, public hearings were scheduled in that committee for both the Spokane version and the Tacoma version of bills expanding ATSC authority on the same day that state Traffic Safety Commission was providing an update on traffic safety to the committee, which helped to frame the ATSC proposals as fitting within the broad context of increasing public safety. Luke worked to arrange testimony at the public hearings from both a city councilmember and from residents of the local neighborhoods in Spokane, to further drive home the point that this proposal emanated from neighborhood concerns about public safety.

Still, there were many questions from some committee members about the money generated by the ATSCs and the passage of either bill was far from assured. So the next step was finding yet another bill with a strong chance of passage onto which the ATSC proposals could be amended. Luke worked with Rep. Riccelli and his colleagues from the City of Tacoma on just that strategy, ultimately achieving success in amending both the Spokane version and the Tacoma version onto the \$17 billion "Move Ahead Washington" transportation package, which had so many projects desired by so many legislators from around the state that its chances for success were not diminished by inclusion of the somewhat controversial ATSC provisions. The result being that on

March 25 of this year the cities of Spokane and Yakima achieved their priority goals of increased authority for ATSCs.

Success With Procuring Appropriations For City Clients

Obtaining appropriations from the state capital budget and transportation budget for our city clients is one of the specialties that Nick and Luke offer. Luke is a former member of the Senate Transportation Committee and a former Co-Vice Chair of the House Capital Budget Committee, while Nick has helped clients to procure budget appropriations of all types, including from the operating budget, for more than a quarter-century. Following below is partial list of the projects for which we have successfully led the effort to obtain appropriations for our city clients just in the last two years (we can provide further successes dating back earlier, if desired).

City of Spokane

Transportation Projects:

Priority projects we helped the City of Spokane obtain earlier this year in the “Move Ahead Washington” package and the 2022 Supplemental Transportation Budget included the following:

Transit

- \$50 million for Division Street Bus Rapid Transit (through Spokane Transit Authority)

Bicycle/Pedestrian

- \$5.8 million for Millwood Trail
- \$3.9 million for Pacific Avenue Greenway Bicycle/Pedestrian Improvements
- \$2.2 million for Cook Street Greenway Bicycle/Pedestrian Improvements
- \$4 million for Liberty Park Land Bridge

Highways

- Acceleration of US 395 North Spokane Corridor to completion in the 2027-29 biennium (compared to previously expected completion in 2029-31 biennium)
- \$300,000 for Preliminary Engineering of US 195/Inland Empire Way project

Priority projects for the City of Spokane in 2021 that received appropriations from the 2021-23 Biennial Transportation Budget included the following:

- \$1.3 million for the Greene/Carlisle Crosswalk Improvement Project
- \$1.2 million for the Shaw Middle School - Garland Avenue Pathway
- \$718,000 for the Bemiss Elementary Walk Route Improvements
- \$693,000 for the Finch Elementary Walk Route Improvements
- \$485,000 for the Nevada/Joseph Pedestrian Hybrid Beacon project
- \$7.5 million in new funding over the next two biennia for I-90/Valley High Performance Transit Corridor Infrastructure (through Spokane Transit Authority)
- \$2.9 million in new funding over the next two biennia for the Sprague Line High Performance Transit Improvements (through Spokane Transit Authority)

Capital Projects

The top Capital Budget priority for the City of Spokane this year was a requested \$700,000 for the Northeast Spokane Community Behavioral Health Center, and we were successful in obtaining that appropriation. Among the projects included in the 2022 Supplemental Capital Budget which benefit the City of Spokane are the following:

- \$1.5 million for St. Agnes Haven (rapid rehousing project)
- \$1 million for Early Learning Classrooms at Logan Elementary
- \$700,000 for NE Spokane Community Behavioral Health Center
- \$200,000 for Felts Field Gateway Project
- \$195,000 for VOA Veteran Transitional Housing Energy Efficiency

Priority capital projects for the City of Spokane in 2021 that received appropriations from the 2021-23 Biennial Capital Budget included the following:

- \$2.2 million for Volunteers of America Crosswalk 2.0 (rapid rehousing)
- \$2.0 million for Proclaim Liberty Affordable Housing
- \$1.4 million for MLK Community Center Roof Replacement
- \$1.2 million for Joya Child & Family Development Center
- \$1.0 million for Spokane Public Radio
- \$774,000 for The Podium
- \$644,000 for Maddie's Place
- \$552,000 for Ashley House
- \$309,000 for Dental Expansion at Maple Street Clinic
- \$108,000 for Therapeutic Play Spaces
- \$77,000 for Meadowglen Community Park

City of Yakima

Transportation Projects:

Priority projects we helped the City of Yakima obtain earlier this year in the “Move Ahead Washington” package or the 2022 Supplemental Transportation Budget included the following:

- \$8 million more for I-82 Yakima-Union Gap Improvements (for a total of \$72.4 million)
- \$5.8 million more for East-West Corridor Overpass & Bridge (for a total of \$55.8 million)
- \$3.2 million for East-West Corridor (for bike/pedestrian bridge)
- \$1 million for the 34th Ave. Roundabouts
- \$750,000 more for the Cowiche Canyon Trail (on top of the previous \$2 million)
- \$191,000 to Yakima Transit for Terrace Heights Transit Extension

Priority projects for the City of Yakima in 2021 that received appropriations from the 2021-23 Biennial Transportation Budget included the following:

- \$510,000 for the Robertson Elementary School Safety Improvements Project.

Capital Projects:

The highest priority capital budget request for the City of Yakima in 2022 was \$1 million for the design and engineering of a community pool in the poorest neighborhood in the City, the MLK Jr. Park Community Pool Project. Fortunately we were able to obtain the requested \$1 million in the 2022 Supplemental Capital Budget, and we look forward to helping the City obtain construction funding from the state for this project in future years. Here is a list of all the projects included in the 2022 Supplemental Capital Budget which benefit the City of Yakima:

- \$3.2 million to Northwest Harvest for Yakima Food Bank
- \$1 million for MLK Jr. Park Community Pool Project
- \$650,000 for Yakima Valley Partners Habitat for Humanity
- \$232,000 for Yakima YMCA Park Development
- \$70,000 to Yakima Valley Trolleys for Bucket Truck
- \$67,000 for Yakima Greenway Master Plan

The top priority capital budget request for the City of Yakima in 2021 was \$642,000 for a renovation project at Miller Park, also located in one of the poorest neighborhoods in the City. We were successful in obtaining that funding for Miller Park and here is a synopsis of other projects funded in the 2021-23 Supplemental Capital Budget which benefit the City of Yakima:

- \$5.4 million for Nelson Dam Removal Project
- \$3 million for Yakima City Landfill (for environmental remediation).
- \$750,000 for Children's Village Neurodevelopmental Center Expansion
- \$642,000 for Miller Park Renovation Project
- \$508,000 for Yakima Sun Dome Reflectors
- \$500,000 for Turf Field Lighting (at SOZO Sports Complex)
- \$250,000 for Capitol Theatre Curtains/Soft Goods Replacement

City of Sammamish

Transportation Projects:

As has been the case with most construction projects recently, the City of Sammamish had experienced recent cost increases with the first phase of the Issaquah-Fall City Road Project. The state had previously provided the City with \$3.5 million for Phase I of this project and \$1.5 million for Phase II. In the 2022 Legislative Session we successfully worked with the City's local delegation to change the official scope of the state funding, such that all \$5 million could be devoted to Phase I, which helped to prevent a large hole from emerging in the City's transportation budget.

Capital Projects:

Working to restore runs of kokanee salmon in local creeks through the replacement of fish-blocking passages has been a high priority of the City of Sammamish for many years now. In the 2021 Legislative Session, we were able to obtain \$3 million in funding for the Louis Thompson Road Tightline Project as an Infrastructure Project administered by the state Department of Commerce. This project will prevent stormwater and street

runoff from a local arterial from draining directly into Lake Sammamish and instead will divert the runoff to be properly treated.

Nick and Luke were hired by the City of Sammamish in 2018 with a top priority of obtaining funding for the removal of salmon passage barriers, as the City had never previously obtained any direct state appropriations for that purpose. Following the development of an information package that documented the threat to the survival of the kokanee salmon in Lake Sammamish, and close coordination with legislators in the 5th, 41st and 45th Legislative Districts, we are able to obtain three separate appropriations for the removal of fish-blocking passages in the 2019 state Capital Budget, for a total of more than \$1.5 million for these culvert projects:

- \$1.2 million for George Davis Creek Fish Passage Project
- \$352,000 for Ebright Creek Fish Passage Project

Advantage 2: BALANCE & TEAMWORK

The second major advantage our team offers is the balance of our backgrounds and professional experiences, and the high degree of teamwork which that balance allows. Our varied backgrounds magnify the value that we can provide to our city clients.

For more than a quarter-century Nick has been lobbying in Olympia on behalf of progressive causes and clients and in the process has developed deep relationships with key Democratic leaders from throughout the state and in every major field.

Luke is a former Republican State Representative and State Senator, and former Chairman of the state Republican Party whose involvement in grassroots Republican politics started in his teens. He understands how the legislative process works from both sides of “the doors,” as the divide between the legislative chambers and the lobbying corps is often described.

Both of us have considerable experience working in a bipartisan fashion in Olympia, and frequently interact constructively with Democratic and Republican legislators and with executive branch staff. But there is no doubt that having deep relationships in all four caucuses is a strategic asset that should never be underestimated. And it is very difficult for any one person to have that level of deep relationships with both major parties and all four caucuses.

This is a major advantage that our balanced team of professional advocates can provide. Also, since there are 147 legislators and countless staff in Olympia, it is a considerable benefit to have two experienced lobbyists who can be lobbying different legislators on the City of Spokane’s behalf at the exact same time, especially during the most frantic points of the legislative session when you really do need to be in two places at the same time.

Advantage 3: EXPERIENCED REPRESENTATION, ALWAYS

If our Proposal is accepted, it is important to note that the City of Spokane's government affairs work will never be delegated to an intern, junior associate or recent college graduate. Nick and Luke personally perform all of the lobbying work for our clients and we do not outsource any of that work.

Nick has been working in Olympia since 1992, and as a full-time, registered lobbyist since 1994. While Luke is the junior member of the team in terms of legislative experience. Luke has been working in Olympia for almost 24 years (since he was elected to the State House in 1998). He has been a licensed attorney since 1989 and a full-time, registered lobbyist since 2011.

While some city lobbyists work alone and others hire junior staffers, associates or subcontractors, we find that joining together as a team that has a veteran advocate present during every single contact on behalf of our clients gives us the best possible chance of achieving success for our clients.

Advantage 4: STRONG ALIGNMENT WITH SPOKANE PRIORITIES

Since we helped to develop the Legislative Priorities for City of Spokane since 2016, we enjoy a familiarity with those priorities that no other lobbyist or lobbying team could match. We have greatly enjoyed helping the City of Spokane to achieve many of their priorities over the last six years and we are eager to help the City achieve many more of its priorities in the years ahead. Of course various issues will be added to or drop off the list of legislative priorities over time, but we have every reason to believe that the same strong alignment will continue in the future.

In addition to describing in detail the four unique advantages that our team offers to the City of Spokane, in this "Management Proposal" section of our proposal we offer the following responses to the specific information requested in the RFP:

A. As indicated above, Nick and Luke both have decades of experience working in high-level positions of responsibility in Olympia: Nick began his career in Olympia in 1992 and has led policy development and strategy lobbying initiatives on many issues important to local government in the years since, while Luke Esser has been working regularly in Olympia for 24 years, dating back to his service as a State Representative and later State Senator. Our resumes are included at the conclusion of this proposal.

While we both have individual specialties (for Nick, housing and human services; for Luke, capital budget and transportation), we are both proficient in all aspects of the legislative process and we frequently conduct a "double-team" on particular issues during the busiest parts of the legislative session. We have no employees or sub-consultants, and perform all lobbying activities on behalf of our clients ourselves.

B. Our list of lobbying contracts over the last three years includes a number of cities and other clients as well, all of which demonstrate our ability to perform the services needed under this RFP.

Clients That Nick Federici & Luke Esser Jointly Represent:

City of Spokane (since 2016), Erik Poulsen, Intergovernmental Affairs, M: (509) 808-5890, epoulsen@spokanecity.org.

City of Yakima (since 2018), Bob Harrison, City Manager, M: (509) 731-6294, bob.harrison@yakimawa.gov.

City of Sammamish (since 2018), Pam Stuart, Councilmember, M: (206) 247-4508, pstuart@sammamish.us.

City of Mercer Island (since July, 2022), Jessi Bon, City Manager, W: (206) 275-7660, jessi.bon@mercergove.org.

SEIU 775 (since 2011), Adam Glickman, Secretary-Treasurer, M: (206) 295-9613, adam.glickman@seiu775.org

Clients That Luke Esser Represents Separately

City of Puyallup (since 2019), Steve Kirkelie, City Manager, M: 253) 306-4025, skirkelie@ci.puyallup.wa.us.

City of Federal Way (since 2020), Jim Ferrell, Mayor, M: (253) 569-4482, jim.ferrell@cityoffederalway.com.

Nick Federici Current Clients Include:

City of Spokane, City of Yakima, City of Sammamish, City of Mercer Island, Washington Low Income Housing Alliance, Washington State Housing Finance Commission, Community Land Trust Coalition of Washington, American Association of Orthodontists, Fairfax Behavioral Health, Pioneer Human Services, Respiratory Care Society of Washington, SEIU 775, Toxic Free Future, United Way of King County, United Ways of the Pacific Northwest.

Luke Esser Current Clients Include:

City of Spokane, City of Yakima, City of Sammamish, City of Mercer Island, City of Puyallup, City of Federal Way, Kalispel Tribe of Indians (from Pend Oreille County), SEIU 775 (representing Medicaid-paid home care workers), Boilermakers, Washington State Catholic Conference.

REFERENCES

Following below are three client references, two from city clients of ours and a third from SEIU 775, which represents long-term care workers in our state.

1. Bob Harrison, City of Yakima City Manager
129 N Second St.
Yakima, WA 98901
M: (509) 731-6294
bob.harrison@yakimawa.gov
2. Pam Stuart, City of Sammamish Councilmember
801 – 228th Ave. SE
Sammamish, WA 98075
M: (206) 247-4508
pstuart@sammamish.us
3. Adam Glickman, Secretary-Treasurer of SEIU 775
215 Columbia St.
Seattle WA 98104
M: (206) 295-9613
adam.glickman@seiu775.org

C. Neither of us have ever had any contracts terminated for default.

COST PROPOSAL

We propose to provide all of the services detailed in Section 2 (“Scope Of Services”) of the RFP, and to deliver all of the advantages discussed in the “Management Proposal” section of this Proposal, to the City of Spokane for a total price of \$7,000 per month (\$3,500 per month apiece for the both of us).

SUMMATION

We take great professional satisfaction in having helped the City of Spokane to achieve many of its policy goals and in having helped the City to procure literally hundreds of millions of dollars in capital budget and transportation budget appropriations over the past six years, and we are confident of our ability to deliver similar results for the City long into the future.

Thank you for the opportunity to represent the City of Spokane over the last six years and thank you for the opportunity to submit this Proposal. We look forward to continuing to work together for many years to come.

Nick Federici

Luke Esser

NICK FEDERICI GOVERNMENT RELATIONS

2714 N Alder St., Tacoma, WA 98407
(360) 481-1936 • nickfederici@gmail.com

I am a strategic advocate who passionately pursues creative and collaborative solutions that result in better government and access to services that improve the lives of the residents of Washington.

SUMMARY

More than 20 years of experience in the public policy, political strategy and advocacy arenas, developing and implementing forward-thinking policies to achieve significant quality of life improvements for all, particularly the most vulnerable. Skills exemplified:

- Relationship Building
- Strategic Consulting
- Budget & Policy Analysis
- Advocacy and Public Speaking
- Legislative Testimony & Engagement
- Coalition Building & Leadership
- Stakeholder Collaboration
- Community Outreach
- Expertise in Health Care, Housing, Human Services, Operating Budget, Capital Budget & Revenue Policy

EXPERIENCE

NICK FEDERICI GOVERNMENT RELATIONS

1997 to PRESENT

A proprietorship focused on lobbying for and offering strategic advice to local governments, not-for-profits and businesses with social justice, health, housing and human service-related missions.

Principal

Catalyst for local governments, not-for-profits and business organizations to develop and prioritize annual and long-term public policy agendas. Strategize on public policy opportunities and lead advocacy efforts with the State Legislature, Governor's Office, state agencies, external organizations, media, and public. Provide extensive direct lobbying with public officials through in-person meetings, phone and email contact. Draft legislation, amendments, and other materials as needed. Build and maintain coalitions. Monitor developments and provide regular oral and written reports to organization leadership and staff.

- Originated the idea of using real estate document recording fees as a funding source for homeless and housing assistance in 2000, and then led effort to reauthorize or increase this funding on six occasions, most recently in the 2018 Session.
- Co-author, strategist and spokesperson for state Initiative 773, which increased the sales tax on cigarettes by 60 cents a pack (passed with 66.1% of vote), and Initiative 901, which prohibited smoking in public places (passed with 63.3% of vote).
- Founding chair of Washington Long-Term Care Alliance; Former Chair of Washington Alliance for Tobacco Control & Children's Health and Friends of the Basic Health Plan; Currently chair of the Our Economic Future / Revenue Coalition.
- Successfully led effort to secure stakeholder consensus and legislative support for \$850 million revenue package to help balance state budget deficit in 2010.
- Coordinated compromise policy and funding solution for telecommunications tax parity package that preserved four programs (totaling \$9.5 million) serving vulnerable populations in 2013.

- Developed and negotiated compromise \$24 million nursing home funding package that gained agreement of long-time legislative adversaries, resulting in a 35 cent per hour wage increase for nursing home workers in 2014.

WASHINGTON STATE NURSES ASSOCIATION 1994 TO 1997

One of the nation's leading nursing associations, representing more than 75,000 Registered Nurses, WSNA has taken a comprehensive, multi-purpose approach to: advocate and improve healthcare for patients; foster high standards for nursing practice; provide opportunities for continuous learning; and lobby the Legislature and regulatory agencies on healthcare issues affecting the public and nurses.

Government Relations Specialist

Created WSNA's legislative agenda, met with legislators to discuss the approved agenda, monitored pertinent legislation, testified in front of legislative committees, and provided guidance regarding legislative strategy.

WASHINGTON BOARD OF HEALTH 1993 to 1994

The Washington Board of Health serves the citizens of Washington by working to understand and prevent disease across the entire population. Established in 1889 by the state constitution, the Board of Health provides a public forum for the development of public health policy in Washington.

Special Assistant to the Executive Director

Board's Liaison to the Legislature, executive agencies, stakeholders and public, including regular testimony at legislative hearings and responses to citizen and media inquiries.

- Conducted seven extensive Sunset Reviews of health professions, including convening and chairing public hearings and drafting report results.
- Major role in the researching, writing, editing and publishing of the 1994 *Washington State Public Health Report*.

WASHINGTON STATE HEALTH CARE AUTHORITY 1992 to 1993

The Washington State Health Care Authority, at the time, oversaw the Public Employees Benefits Board (PEBB) and Basic Health Plan (BHP) programs, and served as policy analysis support for the Governor's efforts on health care reform.

Legislative Research Analyst

Researched and prepared reports on methods of evaluating the quality of managed care plans for implementation of 1993 health care reform legislation.

- Solely responsible for policy and data research for major study of health benefits for retired K-12 school district employees.
- Coordinated and chaired meetings of advisory committee on retiree benefits, including substantial contact with key executive, legislative and stakeholder staff.

AWARDS

- *Washington Law & Politics Magazine* "**Big League Player**" award, April/May 2004
- Fuse Washington Sizzle Award: "**Knight in Shining Armor**" award, May 2010
(only non-elected official ever to receive a "Sizzle Award")

EDUCATION

Graduate School of Public Affairs	1990-1992
University of Washington, Seattle, WA	
Bachelor of Arts, Government and History	1989
Oberlin College, Oberlin, Ohio	

Luke Esser, Attorney & Government Affairs
404 – 158th Place SE, Bellevue, WA 98008
M: (425) 736-6067 lukeesser@aol.com

Government Affairs Experience

Government Affairs Consultant, 2011-Present: Committed to using my decades of experience in Olympia to help clients achieve their goals through government affairs, public relations and relationship-building services. Licensed Attorney since 1989, Registered Lobbyist since 2011.

Current Clients: City of Spokane, City of Yakima, City of Sammamish, City of Mercer Island, City of Puyallup, City of Federal Way, Kalispel Tribe of Indians (from Pend Oreille County), SEIU 775 (representing Medicaid-paid home care workers), Boilermakers, Washington State Catholic Conference.

Legislative & Political Experience

Chairman, Washington State Republican Party, 2007-10: Served two terms, with GOP making gains in both chambers of Legislature in every election held during tenure as Chairman.

State Senator, 48th District, 2003-06: Majority Floor Leader, 2003-04; Minority Floor Leader, 2005-06; Chairman of Senate Technology & Communications Committee, 2003; Transportation Committee Member, 2003-06; Member of Boeing 787 Five Corners Alliance, 2003.

State Representative, 48th District, 1999-2002: Co-Vice Chair of House Capital Budget Committee, 1999-2001; Judiciary and Higher Education Committee Member, 1999-2002.

Legislative Awards (partial): 2006 “Legislator of the Year” from Washington State Council of Police & Sheriffs; “Cornerstone Award” from Association of Washington Business yearly from 2002-2006; 2004 “Certificate of Appreciation” from SPEEA for helping to land 787 for the state; 2001 “Star Award” from Bellevue College Trustees for support of state’s community colleges; 2000 “Guardian of Small Business” award from National Federation of Independent Business.

Other Professional Experience: Outreach Director for Washington State Attorney General’s Office, 2005-06; Policy Director for King County Councilmember Rob McKenna, 1995-2004; Special Deputy Prosecuting Attorney, King County Juvenile Court, 1989-90.

Communications Skills: Co-authored editorial “It Takes A Team To Fight Meth” for Attorney General that won 2007 “Award of Excellence” from The Communicator Awards (international awards program); AP stringer covering Mariners, Seahawks and Huskies throughout 1990’s.

Education: Executive MBA, University of Washington Foster School of Business, 2013 (Valedictorian & 1st in Class); J.D., University of Washington School of Law, 1989; Bachelor’s degrees in Accounting and Editorial Journalism, University of Washington, 1985.

Community Involvement: Former member of Washington Wildlife and Recreation Coalition Board, Bellevue Family YMCA Board of Directors, and Bellevue Rotary.

Personal: A Bellevue native, finished fourth in state at the 1979 Washington High School Debate Tournament, Captain of UW’s Regional Champion College Bowl team in 1988, and a former member of the Pro Football Writers of America.

Bid Response Summary

Bid Number RFP 5747-22
Bid Title State Legislative and Lobbying Services
Due Date Monday, October 24, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company lukeesser@aol.com
Submitted By Luke Esser - Sunday, October 23, 2022 10:16:02 PM [(UTC-08:00) Pacific Time (US & Canada)]
 lukeesser@aol.com
Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".	AGREED AND CONFIRMED
	6	Proposer confirms that under contract, Firm/Lobbyist shall not continue or undertake representations that may create conflicts of interest without the informed consent of the City or potential client involved. Firm/Lobbyist shall avoid advocating a position on an issue if the Firm/Lobbyist is also representing another client on the same issue with a conflicting position. Firm/Lobbyist shall disclose all known conflicts to the City or prospective client, discuss, and resolve the conflict issues promptly.	AGREED AND CONFIRMED
	7	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED

8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Luke Esser, M: (425) 736-6067, lukeesser@aol.com
10	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Luke Esser, M: (425) 736-6067, lukeesser@aol.com; Nick Federici, M: (360) 481-1936, nickfederici@gmail.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Federici-Esser Lobbying Proposal To City Of Spokane 10-23-22.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	City Council
Contact Name & Phone	CP Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs; CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Ratifying Mayor's October 28, 2022, Emergency Declaration
Summary (Background)	The Mayor's emergency declaration on October 26, 2022, and the subsequent Council resolution did not include the Cannon Shelter. The Mayor issued a declaration concerning Cannon on October 28, 2022. This resolution ratifies the October 28 declaration.
Proposed Council Action & Date:	Filed for consideration on 11/7
Fiscal Impact: Total Cost: <u>N/A</u> 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- this resolution ratifies a Mayoral emergency declaration put in place to ensure that the City could legally enter a contract for shelter services during an emergency situation.	
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 NO. 2022-00XX

A Resolution ratifying the Mayor's October 28, 2022, Executive Declaration of Civil Emergency or Disaster.

WHEREAS, on October 27, 2022, City Council held a special meeting wherein Council amended and ratified an Executive Declaration of Civil Emergency or Disaster in the City of Spokane (the "Declaration") issued by Mayor Nadine Woodward pursuant to SMC 2.04.030 signed on October 27 due to the public emergency faced at the Trent Resource and Assistance Center ("TRAC") via passage of Resolution 2022-0096; and

WHEREAS, at the October 27, 2022, City Council special meeting, the Council additionally approved agreements entitled, "Shelter Operations (Trent Resource and Assistance Center – TRAC)" and "Shelter Operations (Cannon St. Shelter)" between Salvation Army-Spokane and the City to provide operational services at both TRAC and Cannon Street Shelter to minimize the impact on unsheltered individuals during the transition from Guardians to Salvation Army; and

WHEREAS, both the Mayoral Emergency Declaration No. EO 2022-0001, and Resolution 2022-0096, inadvertently omitted identifying the same emergency circumstances articulated in these documents also impact the ongoing provision of services at the City's Cannon Street shelter and necessitate both the immediate emergency need to execute a new shelter operator contract, and a contemplated contract extension for continued shelter services into 2023, which the City's CHHS department intends to request within the next few weeks (prior to the 12/31/2022 new contract expiration) once budgeting for the contract extension is determined.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council:

Section 1. As a result of the termination of the Cannon Street Shelter contract with the Guardians Foundation, there is a present disaster or civil emergency, which necessitates the utilization of emergency powers granted pursuant to Chapter 02.04 SMC, SMC 07.06.180 and RCW 35.52.070(2) and 35A.33, which are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

Section 2. The Executive Declaration of Civil Emergency or Disaster by Mayor Woodward, dated and effective October 28, 2022, is hereby ratified by the City Council by this Resolution.

Section 3. Notwithstanding the Executive Declaration of Civil Emergency or Disaster, the City Council reserves its full authority under the City Charter to take any and all necessary steps to safeguard the public health, safety and welfare of all residents of Spokane including, without limitation, any necessary measures to mitigate the effects of economic disruption in connection with disaster or civil emergency, and

prioritization of the use of funds or resources received from the state and/or federal governments.

Section 4. This Civil Emergency shall continue until a new contract for operating the Cannon Street Shelter has been executed by all parties or terminated by the Mayor or by City Council resolution.

Section 5. A copy of this Resolution and the Executive Declaration of Civil Emergency of Disaster shall be delivered to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy of this Resolution and the Declaration shall be made available to all news media within the City and the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

Passed by the City Council this 7th day of November, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Two additional CHHS positions (already have the funds to support)
Summary (Background)	<p>CHHS is requesting 2 positions to be added to our department. A program specialist to assist with contracts and a CDBG program professional. Both of these positions can be fully funded with existing grant dollars we just need to get an SBO to support the positions. The SBO is not to add the money, but to add the positions to Fund 1680, the dollars already exist. These positions are no cost to our general fund, they are already funded through existing grants.</p> <p>Program Specialist justification We previously had 2 grants analyst positions, finance acquired them for the grants department, but we still have the need for contract support. One position was given back to us by finance which we reclassified to a program specialist, we still have enough funds to support an additional employee and we have the workload.</p> <p>Program Professional Justification Our CDBG program does not spend out all the admin and at the recommendation of HUD, and our own assessment we should utilize some of these dollars to support this program and the associated workload.</p>
Proposed Council Action & Date:	Please approve these 2 positions
<p>Fiscal Impact: Total Cost: The total cost will vary based on the hiring step and associated benefits, we expect the salary and benefit costs per each employee to be less than 90k. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
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

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Spokane Municipal Court
Contact Name & Phone	H. Delaney 509-625-4450
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	K. Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Verified Responder Program
Summary (Background)	<p>The is an update on a pilot program that has been operating in the region.</p> <p>Provides AED devices and training for EMS responders permitting them to be notified off duty via a smartphone application of emergency cardiac events occurring near the verified responder.</p> <p>Using this volunteer group of EMS first responders, the time between a cardiac event and emergency cardiac care is greatly reduced and the survival rate of cardiac patients is improved.</p> <p>The program is seeking funding from Spokane County and various municipalities within the County to transition the pilot program to a fully operational status over the 2023 and 2024 budget years.</p> <p>In 2023, the Verified 1st Responder Program is seeking to equip, train, and field an additional 250 verified first responder volunteers county-wide.</p> <p>Based upon the fact the City's population is 42.1% of the total population, the City is asked to provide 42.1% of the total first year of funding, or \$166,317, from any discretionary funding source available.</p> <p>This funding level will fund the equipment and training for an additional 92 verified first responders to be ready to respond to cardiac events.</p>
Proposed Council Action & Date:	
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: Any available discretionary funds. 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?

Provides access to emergency cardiac care for populations that have chronically had difficulty accessing healthcare services.

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

Data will be collected via the EMS dispatch system, emergency medical responders, and healthcare providers.

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

Data collected will be used to measure improved survival rates for emergency cardiac care patients accessing 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?

Provides key elements in integrated dispatch and integrated emergency response. Also improves the health and wellbeing of our citizens.



EMS VERIFIED RESPONDER PROGRAM

MAKING MIRACLES HAPPEN



Verified Responder Program (VRP) Elements

- Designed to improve response times for emergency cardiac arrest cases (ECA)
- Utilizes volunteer state certified emergency medical responders (EMTs and Paramedics)
- Verified Responders (VRS) are provided an automated external defibrillator (AED) to carry with them in their personal vehicles
- Employs an advanced smart phone app (PulsePoint) to identify and geolocate ECA cases
- VRS receive PulsePoint notification of an ECA event on their smartphone
- Any VRS near the geolocated ECA event can elect to respond (current radius set at ½ mile)
 - ✓ Response by the VRS is not mandatory
- Responding VRS provides life saving critical care until traditional EMS arrives

Volunteer Emergency Medical Responders

- All VRSs are Washington state certified emergency medical responders
 - ✓ Pretrained in emergency resuscitation medical procedures
 - ✓ Respond to private residences in emergency medical situations as part of their everyday work
- Each VRS receives specialized training for using supplied AED and supplies
- Volunteers participate in the program while off duty from usual EMS employment
- VRS can respond to (911) calls for help from private residences
 - ✓ 70% of cardiac arrests within our county occur in private residences
- 450+ Spokane county certified emergency medical responders are willing to volunteer

The Technology: PulsePoint Verified Responder

- Development of the PulsePoint app began in June 2009 as a partnership between the San Ramon Valley Fire Protection District and Northern Kentucky University
- Application owned by nonprofit PulsePoint foundation
- Application available for iOS™ and Android™ operating systems
- Spokane pilot program uses the Verified Responder version of the application
- PulsePoint alerts VRS of specified medical events with a defined geographic radius of the VRS at the same time Fire/EMS is being notified
- Reduces the time it takes to get cardiac arrest patients the critical care they need
- Improves cardiac arrest patient outcomes by delivering critical care faster

PulsePoint Verified Responder – Advanced Features

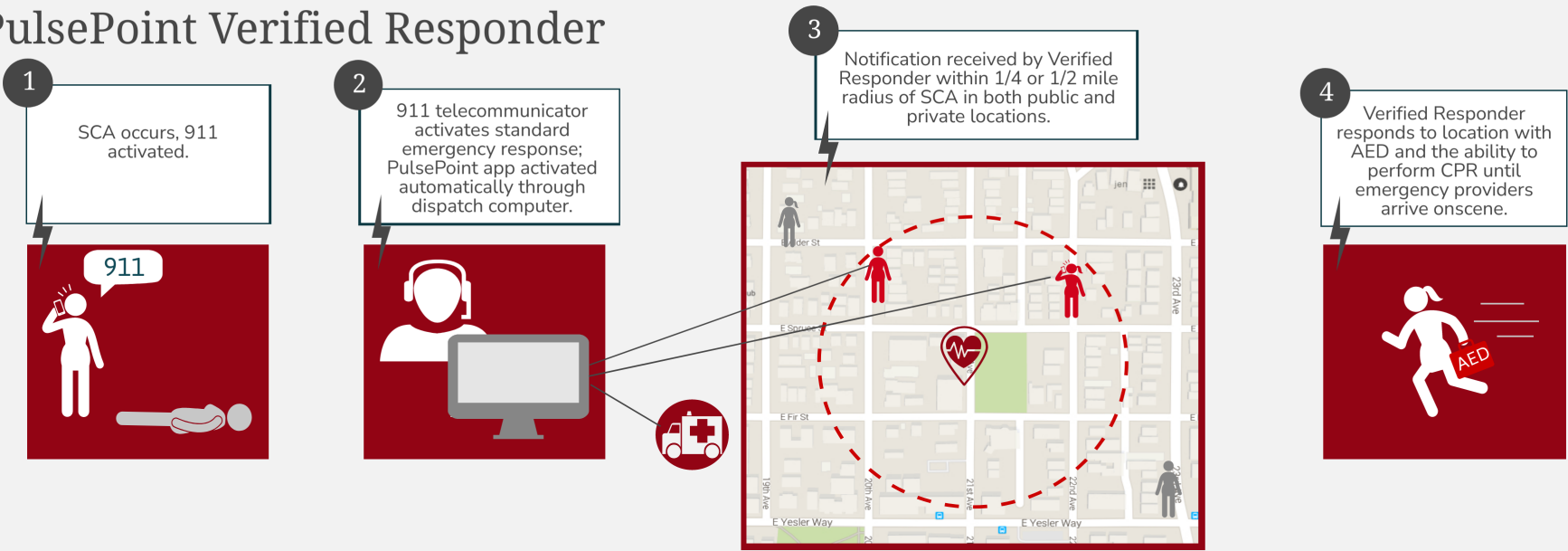
- Automatically filters notifications for cardiac arrest only
- Provides notifications for events in public places and private residences
- Displays type of incident and full location/address information
- Can provide routing and turn by turn directions
- Displays locations of any public AEDs nearby
- Digitally streams EMS dispatch radio related to the medical emergency
- Provides digital ID VRS badge that can be displayed to patient/family

Verified Responder Pilot Project (ALERT)

Linking Lifesavers to Lives

ALERT is a grant-funded pilot project that began with a short survey and has provided more than 700 volunteer responders (Verified Responders) in 5 communities (over 550 with with AEDs) with a phone app notification system to alert them to SCAs (Sudden Cardiac Arrests) in private residences. The goal of of the grant is to potentially reduce the time from collapse to shock in out-of-hospital cardiac arrests.

PulsePoint Verified Responder



Verified Responder Volunteers

Current



Off-duty professional FF/EMT and paramedics equipped with AEDs and the Pulsepoint app.

Future

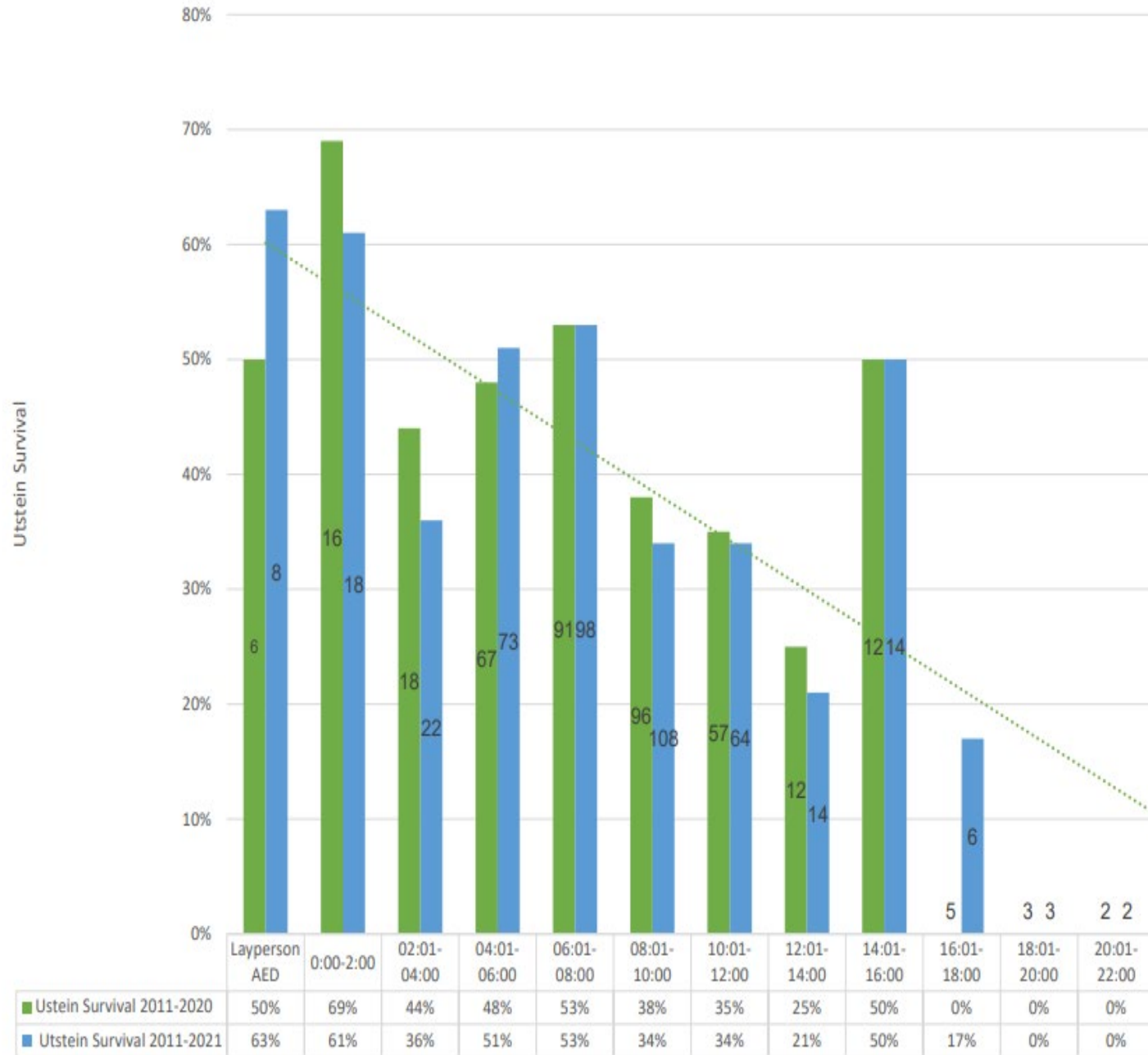


Trained community members approved by jurisdictional agency with the PulsePoint app.

	PulsePoint Respond	Verified Responder	Community Responder
Automatic activation	YES	YES	YES
Volunteers	Laypersons	Off duty professionals	Approved Laypersons
Notifications	Public location	Public AND Private	Public AND Private
Radius	1/10 to 1/4 mile	1/4 to 1/2 mile	1/4 to 1/2 mile
Dedicated AED	No	Yes	Some

Contact Jennifer Blackwood, jennifer.blackwood@kingcounty.gov, for additional information.

Ustein Survival vs. Time Interval (Time of Call @ Dispatch to Time of First Shock) 2011-2021



Minutes Matter!

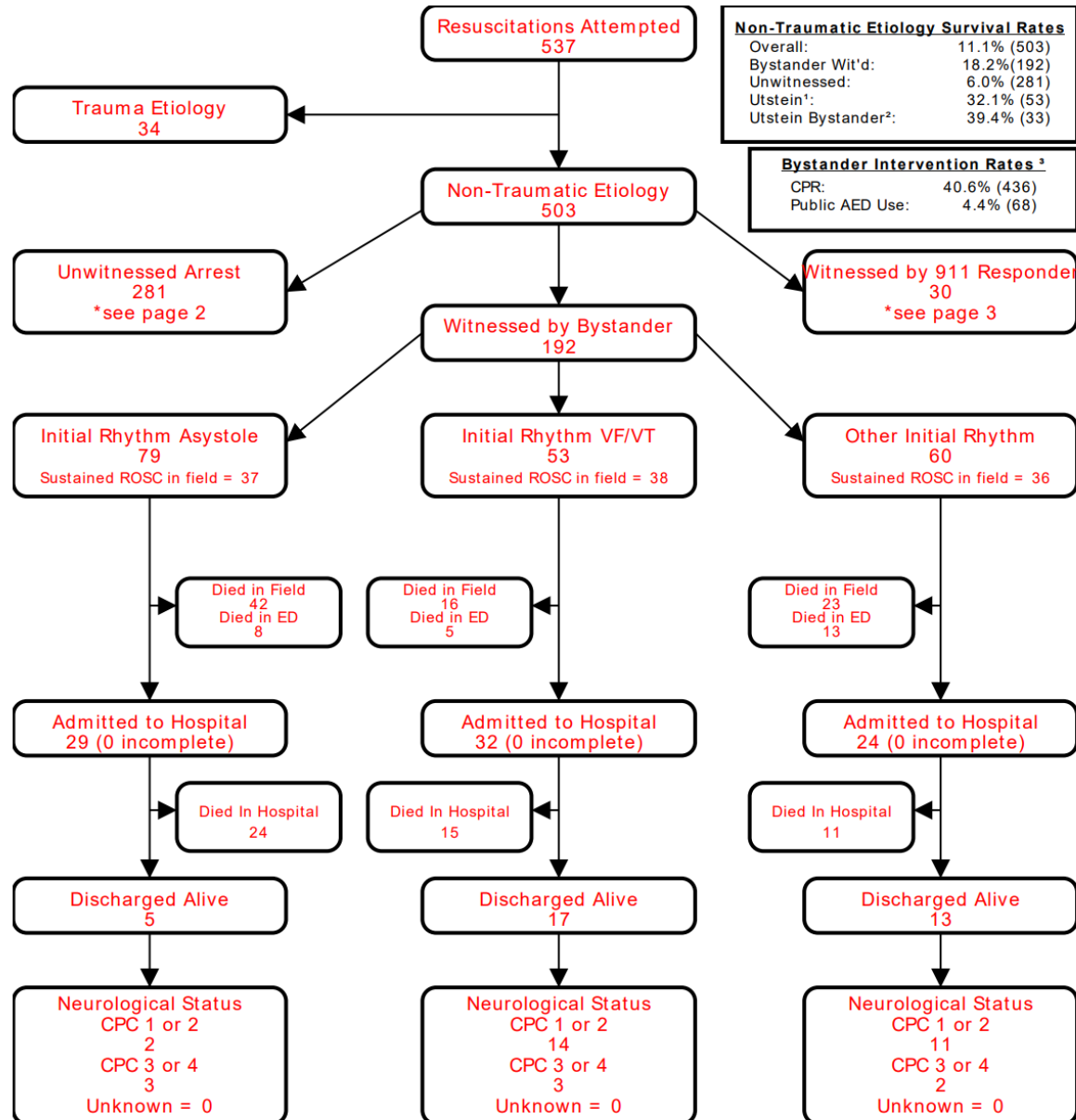
Time to Cardiac Care is Critical



Utstein Survival Report

All Agencies

Date of Arrest: 01/01/21-12/31/21 | Incident County: Spokane, Stevens



Demographic & Survival Analysis



- Cardiac Arrest Registry to Enhance Survival data over 10 years
- Demonstrates importance of rapid treatment intervention in cardiac events

Is the Verified Responder Program Effective?

- The Verified Responder Program has now been tested in four cities in the U.S.
 - ✓ Shown the potential to be *the* most effective way to reduce death from cardiac arrest
 - ✓ The placement of Automatic External Defibrillators (AED) in public places has saved lives
 - ❖ However, it is challenging to expect a non-medically trained citizen to perform high quality CPR on a human for the first time as well as locate and operate an AED.
 - ✓ By recruiting volunteer off-duty EMTs and Paramedics this program takes advantage of highly trained professionals

The Spokane Experience – Making Local Miracles

Spokane Fire & Spokane Valley Fire

2022 By the Numbers

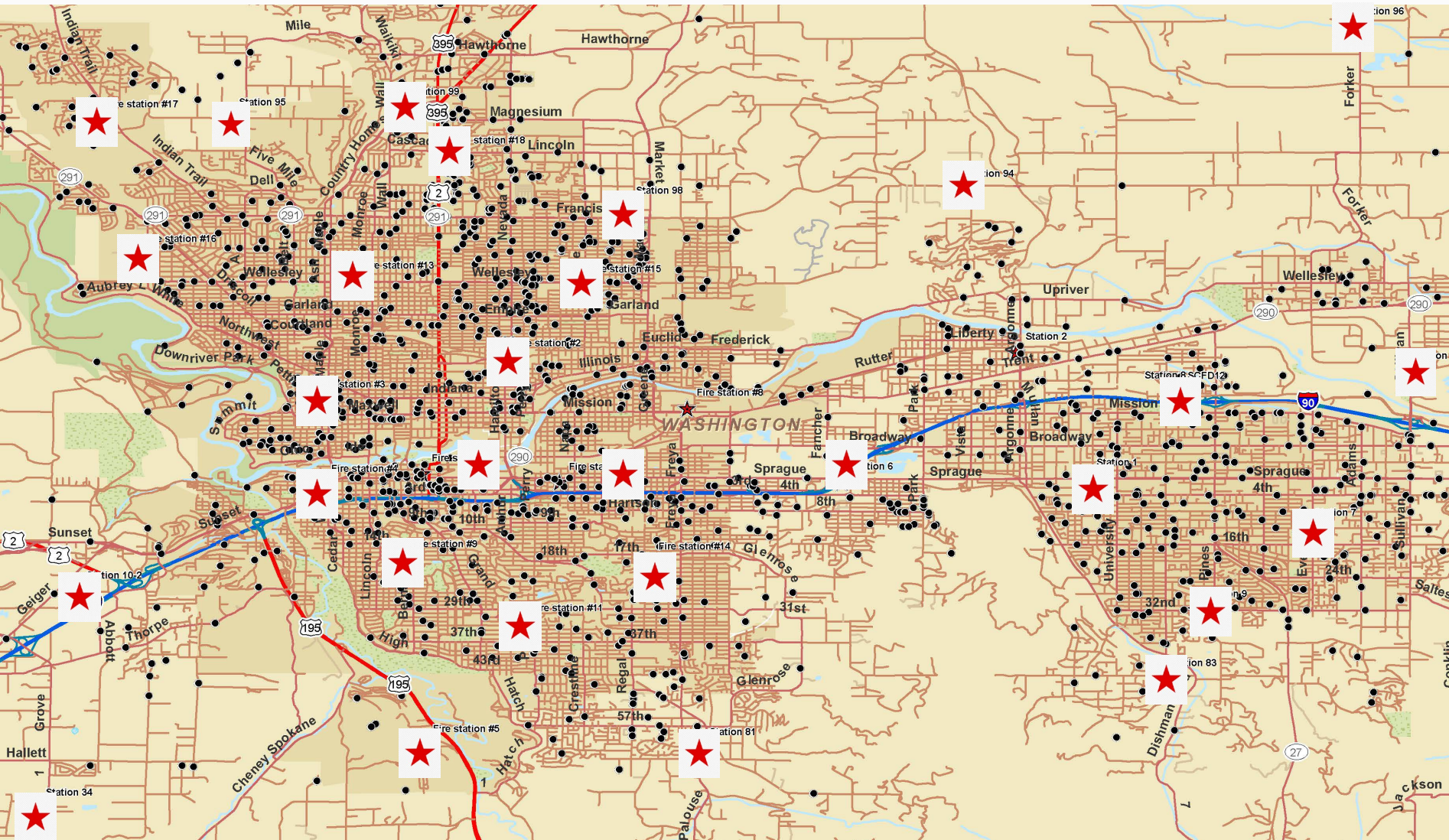
- Average Daily PulsePoint Subscribers: 1728
- Average Daily Verified Responder Subscribers: 45
- Average # of Responders Activated:
 - ✓ Public: 4.6
 - ✓ Private: 1
- Number of Qualifying Incidents with PulsePoint Activation:
 - ✓ Public: 36/51 (70.6%)
 - ✓ Private: 13/178 (7.3%)

Our History: Total Annual Activations

	Public	Private	Total
2018	99	54	153
2019	83	93	176
2020	61	72	133
2021	80	64	144
2022*	38	30	68
Total	361	313	674

Emergency Cardiac Arrests - Spokane County

Is Somebody You Know Next?



- 5 years of ECA data
 - ✓ Fire stations marked as stars
- ECAs – Any place & any time
- Seconds in ECA response times matter

Next Steps – Transition from Pilot to Practice Year One

- Begin two year ramp up process of fielding an additional 450 VRS
- Identify, qualify, & train emergency medical service volunteers in Spokane County
- Purchase AED devices and related supplies
- Obtain PulsePoint licenses for new VRS and license renewals for existing VRS
- Identify and train part-time administrative staff person for program coordination

Agency	Potential Participants	Existing Participants
Spokane Fire Dept	50	50
Spokane Valley Fire Dept	50	50
Spokane County Fire Dist 2	20	
Spokane County Fire Dist 3	60	
Spokane County Fire Dist 4	8	
Spokane County Fire Dist 5	15	
Spokane County Fire Dist 8	60	
Spokane County Fire Dist 9	12	
Spokane County Fire Dist 10	15	
Spokane County Fire Dist 12	15	
Spokane County Fire Dist 13	4	
American Medical Response	100	
Cheney Fire Dept	18	
Deer Park Ambulance	17	

Regional Miracle Makers The Volunteer Pool

- Agencies surveyed to define volunteer pool
- 456 Individuals interested in volunteering
- Goal is to train & field 450 VRS over 2 years

Equipping & Assisting Our Communities' Miracle Workers

Product Description	New List Price	Discount Price	Quantity	Subtotal	Tax	Total
AED Equipment & Supplies						
HeartStart FRx Defibrillator	\$2,049.00	\$1,268.80	225	\$285,480.00	\$25,693.20	\$311,173.20
C03 Hard Case	\$249.00	\$140.74	225	\$31,666.50	\$2,849.99	\$34,516.49
Fast Response Kits	\$52.00	\$30.00	225	\$6,750.00	\$607.50	\$7,357.50
Infant/Child Key	\$111.00	\$68.25	225	\$15,356.25	\$1,382.06	\$16,738.31
Spare HeartStart SMART Pads II	\$60.00	\$36.40	0	\$0.00	\$0.00	\$0.00
Spare HS1 Battery Pack	\$175.00	\$109.85	0	\$0.00	\$0.00	\$0.00
Ten (10) spare pads			20	\$0.00		\$0.00
Event Review Pro Software			1	\$0.00		\$0.00
Onsight intital set-up				\$0.00		\$0.00
				\$339,252.75	\$30,532.75	\$369,785.50
PulsePoint Verified Responder Application						
PulsePoint Licenses Spokane County			1	\$18,000.00	\$1,620.00	\$19,620.00
Adminstrative/Operational Support						
Personnel	Hourly Rate	Weekly Hours	Annual Hours	Annual Cost	Benefits	
Part Time Adminstrative Support	\$30.00	10	520	\$15,600.00	\$642.72	\$16,242.72
Total Year 1 Investment						\$405,648.22

- VRSs provided with AED for personal vehicle
 - ✓ Includes ancillary AED supplies
- AED vendor provides devices at 38% discount
 - ✓ Vendor also discounts ancillary AED supplies
- PulsePoint license required for each jurisdiction
 - ✓ Current pilot jurisdictions will need license renewals
 - ✓ Currently use PulsePoint Verified Responder version
 - ✓ May upgrade to Verified Responder Pro version

Next Steps – Transition from Pilot to Practice

Year Two

- Complete two year ramp up process of fielding an additional 450 VRS
- Identify, qualify, & train emergency medical service volunteers in Spokane County
- Purchase AED devices and related supplies for new VRS
- Purchase replacement supplies for previously fielded AEDs
- Maintain PulsePoint licenses for all Spokane County Jurisdictions
- Maintain program coordination & continuity via administrative support personnel
- Total investment in year 2 is \$416,000
 - ✓ Assumes current inflationary trend continues through 2024

Sustainability

Years Three - Ten

- Once full a compliment of VRS are in the field, the investment in sustaining the program effort is very reasonable
- Annual cost ranges between \$45,000 to \$110,000 depending on supplies & maintenance.
 - ✓ AED battery replacements every 4 years will be \$150 +/- per unit
- Total 10-year investment in the program is projected at \$1,400,000
- A total investment of only \$3,115 per VRS for a decade of service to the program

Becoming Part of the Miracle – Year One

Many Hands Make Light Work

- Total rounded program cost for year 1 is \$405,650
- 2022 Census states County of Spokane population is 552,963
- 2022 Census states City of Spokane population is 233,003
- City of Spokane population is 42.1% of the total county population
- By contributing a total of \$166,317 in 2023, the City can help pave the way for this emergency medical services revolution by helping to field and equip 92 additional life saving VRS as part of a regional effort to save lives.

Will the Investment Payoff? - Making it Personal

How Miracles Impact Real People



**THANK YOU
&
QUESTIONS?**



Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	Interim City Attorney
Contact Name & Phone	Lynden Smithson, Ext. 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with James B. King and the law firm of Evans, Craven & Lackie, P.S., as outside counsel services and advice in the legal matter of <u>Benjamin T. Gedeon v. City of Spokane</u>. This is a lawsuit against the City, for the vehicle versus pedestrian incident that allegedly occurred on November 3, 2018. Discovery in this matter is ongoing and mediation is scheduled for December 1st, 2022.</p> <p>This amendment will increase the contract by \$50,000.00 for a total contract amount of \$100,000.00.</p>
Proposed Council Action & Date:	Committee review on _____ with counsel approval on _____
Fiscal Impact: Total Cost: <u>\$50,000.00</u> Approved in current year budget? 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: _____ 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	



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **JAMES B. KING and EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of BENJAMIN T. GEDEON; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated April 2, 2021 and April 13, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

EVANS CRAVEN & LACKIE, P.S.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

Public Safety and Community Health Committee

November 7, 2022

Submitting Department	City Legal
Contact Name & Phone	Lynden Smithson/Elizabeth Schoedel
Contact Email	lsmithson@spokanecity.org ; eschoedel@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	Special Counsel Contract Amendment
Summary (Background)	<p>The City filed a Notice of Appeal of its NPDES Permit for the Riverside Park Water Reclamation Facility and CSO system, which was issued by Ecology in July 2022. The City entered into a contract with Craig Trueblood with the Law Firm of K & L Gates, LLP., as outside legal counsel to represent the City in the Appeal – In the Matter of <i>City of Spokane v. Washington State Department of Ecology</i>.</p> <p>Mr. Trueblood has expertise in all environmental law, particularly the Clean Water Act. He has extensive history with the City which creates a streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution. The City also benefits tremendously from his representation of other municipalities on similar issues state-wide and the relationships established over time with regulators and opposing counsels.</p> <p>Additional funds are need:</p> <p>We request an additional \$100,000 to the contract for a total of \$150,000.</p>
Proposed Council Action & Date:	Approve/pass 11/21/22
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: 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 – This work is for special counsel representation to the City.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This work is for special counsel representation. It will 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?

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?

The Contract Amendment is consistent with the City's requirements for helping align City policies and providing the City with legal support and representation in current litigation regarding its NPDES Discharge Permit.



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #1

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated September 12, 2022 with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective September 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).**

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

**CRAIG TRUEBLOOD
LAW FIRM K & L GATES, LLP.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2022-082

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Police Chief Meidl 625-4215
Contact Email	cmeidl@spokanepolice.org
Council Sponsor(s)	Councilmember Stratton/Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment to STA Inter-local Agreement
Summary (Background)	<p>The Spokane Police Department and the Spokane Transit Authority have had a longstanding partnership in providing a safe and secure environment in downtown Spokane.</p> <p>The parties are seeking to amend the current interlocal agreement (OPR 2021-0010) to reflect updates to the payment structure as well as reiterate each parties' duties and responsibilities.</p>
Proposed Council Action & Date:	Amendment approval Nov. 21 st .
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.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

AMENDED INTERLOCAL AGREEMENT

FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES

This Interlocal Agreement (“Agreement”) is between the City of Spokane (“City”), a Washington State municipal corporation, and the Spokane Transit Authority (“STA”), a Washington State municipal corporation and public transportation benefit area; individually referred to as “Party” and jointly referred to as the “Parties”.

WHEREAS, STA and the Spokane Police Department (“SPD”) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA and SPD entered into an Interlocal Agreement in January 2021. Both Parties agree modifications to the January 2021 Interlocal Agreement are necessary to reflect the rescission of STA Transit Officers’ special commissions. It is the intent of the Parties that this Amended Interlocal Agreement supersede and fully replace the terms of the Interlocal Agreement entered into January 2021; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA’s downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA (“The Plaza”); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers (“STA Officers”) located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE, TERMS, & CONDITIONS.

The Purpose of this Agreement is to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to support law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza, under the following terms and conditions:

- A. SPD Officer. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1(F) herein. A SPD officer will be assigned to and based out of The Plaza for up to eight (8) hours each day during The Plaza hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer’s shift will be mutually agreed upon by the SPD Downtown Precinct Captain and the STA Security Manager, or their designee, and are subject to change should both Parties otherwise agree.

- B. Service Logs. In order to properly account for the hours SPD officer(s) are providing services under this Agreement, SPD officers shall utilize the Service Log located at the Plaza Customer Service Desk (1st floor) to track all hours worked. SPD officers shall sign in and out of the Service Log upon commencement and completion, respectively, of performing services under this Agreement. STA shall maintain and control the Service Log, and reserves the right to confirm any and all invoices received from the City for services performed under this Agreement, in accordance with Section 3, herein.
 - C. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD officer.
 - D. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer and a parking space for one (1) SPD vehicle in The Plaza garage.
 - E. Additional Parking Spaces. STA shall provide three (3) parking spaces for SPD patrol vehicles, in addition to those designated in Section 1(D) herein. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.
 - F. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, the STA boarding bays surrounding The Plaza, including boarding/alighting bays located in the 600, 700 and 800 blocks of West Riverside and West Sprague Avenues, including the South side of West Riverside Avenue, and on the East side of Post Street and on both sides of Wall Street, between Riverside and Sprague Avenues, or at other locations as mutually agreed upon in writing by both Parties.
 - G. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
 - H. Duty to City. The SPD officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The Parties acknowledge that SPD officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.
 - I. Communication. STA Transit Officers shall have direct communication with the SPD's Downtown Precinct. SPD shall respond to such calls in accordance with precinct priorities.
- 2. TERM. This Agreement shall commence December 1, 2022, and continue through December 31, 2023, unless terminated earlier in accordance with Section 9 herein.
 - 3. COMPENSATION. As full compensation for everything furnished and performed under this Agreement, STA shall pay the City an hourly rate of \$56.63 (fifty-six dollars and sixty-three cents) for each hour worked, or portion thereof, in one-quarter (1/4) hour increments, not to exceed a total of 2,080 hours or a maximum of \$117,800.00 (one hundred seventeen thousand, eight hundred dollars and zero cents) per calendar year for which SPD officers provide services under this Agreement.
 - 4. PAYMENT. The City shall submit monthly applications for payment addressed to the address specified in Section 6 herein. In its monthly applications, the City shall certify the hours for services performed under this Agreement. Payment to the City will be made by check within thirty (30) days

of receipt of the City's monthly application and certification of hours, to the remittance address specified in Section 6 herein.

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

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: nwilliams@spokanetransit.com P: (509) 325-6081

6. NOTICES. All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-6062
Remittance Address: Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable: Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

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

- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
- B. STA shall maintain:
 - A. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
 - B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
 - C. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence.
- C. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

8. INDEMNIFICATION.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 7 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

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

11. VENUE. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. 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.
19. RCW 39.34 REQUIRED CLAUSES.
 - A. Purpose. See Section 1 above.
 - B. Duration. See Section 3 above.
 - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. Responsibilities of the Parties. See provisions above.
 - E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
 - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely

responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination. See Section 10 above.

H. Acquisition / Disposition of Property. 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.

[signatures on the following page]

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

City of Spokane

Spokane Transit Authority

By: Nadine Woodward
Title: Mayor

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

By: Craig Meidl
Title: Chief of Police

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: Lynden Smithson
Title: City Attorney

By: Megan Clark
Title: STA Attorney

Date: _____

Date: _____

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Fleet Services
Contact Name & Phone	Richard Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100 – Purchase of Flusher Trucks
Summary (Background)	<p>Fleet Services would like to purchase a 2200 gallon Flusher Truck from RWC Group Ltd (Tacoma, WA). Total purchase amount is \$305,538.91 including tax using Washington State Contract #03920.</p> <p>This Flusher Truck will replace a unit that has reached the end of its economic life.</p> <p>Funding for this is in the Street Department Replacement Fund.</p> <p>This truck was originally approved back in January 2020 (OPR 2020-0039) for purchase from Kenworth. It was determined that Kenworth could not provide the correct flusher so the order was cancelled. The price of this Flusher is less than what was originally approved in 2020.</p> <p>The purchase of this replacement Flusher was pre-approved on OPR 2022-0196 so a PO has been issued so this Flushers can be placed in the production line</p>
Proposed Council Action & Date:	Approve Purchase 11/7/2022
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? 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Fleet Services
Contact Name & Phone	Richard Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100 – Purchase of Flusher Trucks
Summary (Background)	<p>Fleet Services would like to purchase a 3200 gallon Flusher Truck from RWC Group Ltd (Tacoma, WA). Total purchase amount is \$327,501.84 including tax using Washington State Contract #03920.</p> <p>This Flusher Truck will replace a unit that has reached the end of its economic life.</p> <p>Funding for this is in the Street Department Replacement Fund.</p> <p>This truck was originally approved back in January 2020 (OPR 2020-0041) for purchase from Kenworth. It was determined that Kenworth could not provide the correct flusher so the order was cancelled. The price of this Flusher is less than what was originally approved in 2020.</p> <p>The purchase of this replacement Flusher was pre-approved on OPR 2022-0196 so a PO has been issued so this Flusher can be placed in the production line.</p>
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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: 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? Capital Improvement Plan	

Committee Agenda Sheet

Public Safety Committee

Submitting Department	Finance (on behalf of multiple funds/departments)										
Contact Name & Phone	Jacob Miller x6421										
Contact Email	jmillers@spokanecity.org										
Council Sponsor(s)	Councilmember Cathcart										
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:										
Agenda Item Name	Police Guild Labor Agreement – Retroactive Wages & Wage Increase SBO										
Summary (Background)	<p>The labor agreement between the City and the Police Guild expired 12/31/2021. The City reached an agreement for the time period covering 1/1/2022 through 12/31/2022. On 8/15/2022 the Spokane City Council approved the new contract. The contract included the following wage increases by year:</p> <ul style="list-style-type: none"> - 2022: 5.5% increase effective 1/1/2022 <p>The increased wages between 1/1/2022 and 8/20/2022 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 the remaining wages in 2022</u> in the total amount of \$1,957,619.</p> <p>Below is a summary of retroactive and the increase to remaining wages in 2022 by fund:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #4f81bd; 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;">\$ 1,872,755</td></tr> <tr> <td>1620 – Public Safety & Judicial Grant Fund</td><td style="text-align: right;">20,962</td></tr> <tr> <td>1625 – Public Safety Personnel & Crime Reduction Fund</td><td style="text-align: right;">63,902</td></tr> <tr style="font-weight: bold;"> <td>Grand Total</td><td style="text-align: right;">\$ 1,957,619</td></tr> </tbody> </table>	Fund	Retro & Current Wages	0100 – General Fund	\$ 1,872,755	1620 – Public Safety & Judicial Grant Fund	20,962	1625 – Public Safety Personnel & Crime Reduction Fund	63,902	Grand Total	\$ 1,957,619
Fund	Retro & Current Wages										
0100 – General Fund	\$ 1,872,755										
1620 – Public Safety & Judicial Grant Fund	20,962										
1625 – Public Safety Personnel & Crime Reduction Fund	63,902										
Grand Total	\$ 1,957,619										
Proposed Council Action & Date:	<p>Approval of this Special Budget Ordinance in order to fund retroactive wages in each impacted fund.</p> <p>November 21, 2022</p>										
<p>Fiscal Impact: Total Cost: \$1,957,619 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Unappropriated fund balance (multiple funds)</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>											

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 \$1,872,755.
- A) Of the increased appropriation, \$1,872,755 is provided solely for the cost of retroactive wages and the increased cost of current wages related to the recently approved Police Guild labor agreement.
- B) The increased appropriation is funded by the General Fund's unappropriated fund balance.

Section 2. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$20,962.
- A) Of the increased appropriation, \$20,962 is provided solely for the retroactive wages and the increased cost of current wages related to the recently approved Police Guild labor agreement.
- B) The increased appropriation is funded by the Public Safety & Judicial Grant Fund's unappropriated fund balance.

Section 3. 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 \$63,902.
- A) Of the increased appropriation, \$63,902 is provided solely for the retroactive wages and the increased cost of current wages related to the recently approved Police Guild labor agreement.
- B) The increased appropriation is funded by the Public Safety Personnel and Crime Reduction Fund's unappropriated fund balance.

Section 4. 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 Police Guild 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 Safety Committee

Submitting Department	Finance (on behalf of multiple funds/departments)										
Contact Name & Phone	Jacob Miller x6421										
Contact Email	jmill@spokanecity.org										
Council Sponsor(s)	Councilmember Bingle										
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:										
Agenda Item Name	Local 29 Labor Agreement – Retroactive Wages & Wage Increase SBO										
Summary (Background)	<p>The labor agreement between the City and Local 29 expired 12/31/2019. The City reached an agreement for the time period covering 1/1/2020 through 12/31/2024. On 8/15/2022 the Spokane City Council approved the new contract. The contract included the following wage increases by year:</p> <ul style="list-style-type: none"> - 2020: 2.5% increase effective 1/1/2020 - 2021: 3.0% increase effective 1/1/2021 - 2022: 4.5% increase effective 1/1/2022 - 2023: 5.0% increase effective 1/1/2023 - 2024: 4.0% increase effective 1/1/2024 <p>The wage increases from 1/1/2020, 1/1/2021, and the increased wages between 1/1/2022 and 8/20/2022 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 the remaining wages in 2022</u> in the total amount of \$5,542,042.</p> <p>Below is a summary of retroactive and the increase to remaining wages in 2022 by fund:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <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>1625 - Public Safety Personnel and Crime Reduction Fund</td><td style="text-align: right;">\$ 95,594</td></tr> <tr> <td>1630 - Combined Communications Center Fund</td><td style="text-align: right;">295,985</td></tr> <tr> <td>1970 - Fire/EMS Fund (via Transfer-In from the General Fund)</td><td style="text-align: right;">7,496,024</td></tr> <tr> <td>Grand Total</td><td style="text-align: right;">\$ 7,887,603</td></tr> </tbody> </table>	Fund	Retro & Current Wages	1625 - Public Safety Personnel and Crime Reduction Fund	\$ 95,594	1630 - Combined Communications Center Fund	295,985	1970 - Fire/EMS Fund (via Transfer-In from the General Fund)	7,496,024	Grand Total	\$ 7,887,603
Fund	Retro & Current Wages										
1625 - Public Safety Personnel and Crime Reduction Fund	\$ 95,594										
1630 - Combined Communications Center Fund	295,985										
1970 - Fire/EMS Fund (via Transfer-In from the General Fund)	7,496,024										
Grand Total	\$ 7,887,603										
Proposed Council Action & Date:	<p>Approval of this Special Budget Ordinance in order to fund retroactive wages in each impacted fund.</p> <p>November 21, 2022</p>										
<p>Fiscal Impact: Total Cost: \$7,887,603 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: Unappropriated fund balance (multiple funds) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>											
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 \$7,496,024.
- A) Of the increased appropriation, \$7,496,024 is provided solely for an operating transfer-out to the Fire/EMS fund for the cost of retroactive wages and the increased cost of current wages related to the recently approved Local 29 labor agreement.
- B) The increased appropriation is funded by the General Fund's unappropriated fund balance.

Section 2. 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 \$95,594.
- A) Of the increased appropriation, \$95,594 is provided solely for the retroactive wages and the increased cost of current wages related to the recently approved Local 29 labor agreement.
- B) The increased appropriation is funded by the Public Safety Personnel and Crime Reduction Fund's unappropriated fund balance.

Section 3. That in the budget of the Combined Communications Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$295,985.
- A) Of the increased appropriation, \$295,985 is provided solely for the retroactive wages and the increased cost of current wages related to the recently approved Local 29 labor agreement.
- B) The increased appropriation is funded by the Combined Communications Center Fund's unappropriated fund balance.

Section 4. 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 \$7,496,024.
- A) Of the increased revenue, \$7,496,024 is provided solely as an operating transfer-in from the General Fund.
- 2) Increase the appropriation by \$7,496,024.
- A) Of the increased appropriation, \$7,496,024 is provided solely for the retroactive wages and the increased cost of current wages related to the recently approved Local 29 labor agreement.

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Local 29 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

Finance & Administration

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Wilkerson, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Childcare Program Award to Community-Minded Enterprises
Summary (Background)	The City of Spokane issued the Childcare Program RFP in September 2022. The RFP closed October 5 th and the applications were reviewed. Upon review, the grant was awarded to Community-Minded Enterprises. This organization best demonstrated that they have a very established relationship with childcare providers that should help greatly in implementation of this program.
Proposed Council Action & Date: 11/7/22	Approval of Childcare Program Award to Community-Minded Enterprises
Fiscal Impact: Total Cost: <u>\$3,500,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA Allocation 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	



Accounting Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3304
(509) 625-6320
FAX (509) 625-6939
Michelle Murray, Accounting Director

Community-Minded Enterprises
Jan Thoemke
PO Box 48150
Spokane, WA 99228

10/18/2022

Dear Community Minded Enterprises,

Thank you for submitting your grant application for the Pre-Apprenticeship Program Grant for 2022, funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

The Childcare Program Grant Committee is very pleased to inform you that the Community Minded Enterprises has been selected for an award of up to \$3,500,000 million dollars (contingent on Council approval) for the organization of the Childcare Program. On the basis of the work you presented and on the history of your non-profit's standard, we are encouraged that your program will be continue to be successful.

On behalf of the City of Spokane, please know we are happy to support the important program you are providing to the community. We wish you much success in your efforts as you undertake the responsibilities of your program. If you accept our proposal, kindly reply back to us as soon as possible.

Sincerely,

Virginia Joseph

Virginia Joseph

accountinggrantsadmin@spokanecity.org

Pre-Apprenticeship Grant Committee

City of Spokane

Committee Agenda Sheet

Finance & Administration

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Childcare Program Award to Community-Minded Enterprises
Summary (Background)	The City of Spokane issued the Childcare Program RFP in September 2022. The RFP closed October 5 th and the applications were reviewed. Upon review, the grant was awarded to Community-Minded Enterprises. This organization best demonstrated that they have a very established relationship with childcare providers that should help greatly in implementation of this program.
Proposed Council Action & Date: 11/7/22	Approval of Childcare Program Award to Community-Minded Enterprises
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: ARPA 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

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 Kinnear, CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Apprenticeship Training Program Award to Inland NW AGC Apprenticeship and Journeyman Training Trust
Summary (Background)	The City of Spokane issued the Pre-Apprenticeship Program RFP in September 2022. The RFP closed October 3 rd and applications were reviewed and the grant was awarded to the Head Start to the Construction Trades. This organization best demonstrated successful placement of formerly incarcerated individuals and those at risk of criminal justice involvement into state approved building trades apprenticeship programs. The award would be for up to twenty-four months of this program. The qualifying expenses would pay for instructors, tools, and equipment for participants. This would also include payments for supporting services to the participants.
Proposed Council Action & Date: 11/7/22	Approval of award to Inland NW AGC Apprenticeship and Journeyman Training Trust
Fiscal Impact: Total Cost: <u>\$400,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA 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



Accounting Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3304
(509) 625-6320
FAX (509) 625-6939
Michelle Murray, Accounting Director

Head Start to the Construction Trades
Mike Ankney
2110 N Fancher
Spokane Valley, WA 99212

10/7/2022

Dear Head Start to the Construction Trades,

Thank you for submitting your grant application for the Pre-Apprenticeship Program Grant for 2022, funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

The Pre-Apprenticeship Program Grant Committee is very pleased to inform you that the Head Start to the Construction Trades has been selected for a year \$200,000 award with an optional 1 year renewal for \$200,000 award for a total award of \$400,000 (contingent on Council approval) for the organization of the Head Start to the Construction Trades Program. On the basis of the work you presented and on the history of your non-profit's standard, we are encouraged that your program will be continue to be successful.

On behalf of the City of Spokane, please know we are happy to support the important program you are providing to the community. We wish you much success in your efforts as you undertake the responsibilities of your program. If you accept our proposal, kindly reply back to us as soon as possible.

Sincerely,

Virginia Joseph

Virginia Joseph

accountinggrantsadmin@spokanecity.org

Pre-Apprenticeship Grant Committee

City of Spokane

Committee Agenda Sheet

Finance & Administration

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Apprenticeship Training Program Award to Head Start to the Construction Trades
Summary (Background)	The City of Spokane issued the Pre-Apprenticeship Program RFP in September 2022. The RFP closed October 3 rd and applications were reviewed and the grant was awarded to the Head Start to the Construction Trades. This organization best demonstrated successful placement of formerly incarcerated individuals and those at risk of criminal justice involvement into state approved building trades apprenticeship programs. The award would be for up to twenty-four months of this program. The qualifying expenses would pay for instructors, tools, and equipment for participants. This would also include payments for supporting services to the participants.
Proposed Council Action & Date: 11/7/22	Approval of Head Start to the Construction Trades to be awarded the Pre-Apprenticeship Training Program Grant
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: ARPA 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

Committee Agenda Sheet

[Public Safety Committee]

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100 – Purchase of Used SIU Vehicle for Police
Summary (Background)	<p>Earlier this year, Police received funding and were approved to purchase up to 3 used vehicles for undercover investigations. Because of vehicle accidents and the addition of detective positions, Police have a need to purchase one additional vehicle.</p> <p>The purchase and commissioning costs for the initial three vehicles was less than expected leaving sufficient remaining budget to fund the purchase. Anticipated cost including tax is not to exceed \$25,000.</p>
Proposed Council Action & Date:	Approve Purchase 11/21/2022
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: 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? Necessary for capital improvement and public safety.	

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	David Stockdill (509) 435-7080
Contact Email	dstockdill@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of STARS van
Summary (Background)	<p>The current contract between The City of Spokane and Spokane Treatment and Recovery Services (STARS) requires the City of Spokane to provide a new, frontline van every (5) years. The current frontline van is a 2016 Ford Transit van. Due to vehicle supply chain issues, the City of Spokane is (2) years past due in supplying a new van. To successfully navigate winter driving conditions, STARS has requested the new van be All Wheel Drive (AWD) capable. Commercial Battery Electric Vehicle (BEV) vans are currently not available in either passenger configuration or with AWD. SFD is requesting approval to purchase either a 2023 Ford, gas powered AWD Transit van or a 2023 Mercedes diesel powered AWD Sprinter van. Purchase details:</p> <ul style="list-style-type: none"> Fair and Competitive—Purchase will be made via Washington State Contract Automobile Request System (CARS). Pricing via CARS is pre-negotiated. Cost --\$75,000 – Estimated cost for (1) 2023 Mercedes AWD Sprinter van, including 9.1% WA State motor vehicle tax. The gas powered Ford Transit is approximately \$6,000 less than the Mercedes. Cost is estimated as CARS data is in the process of being updated. Delivery – May/June 2023, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 11/28/2022
Fiscal Impact: Total Cost: \$75,000 estimated. 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: Undedicated Reserves Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Cost shared by SFD and SPD.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
This vehicle will be utilized in all areas of the City of Spokane.	

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?

Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.

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?

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

Committee Agenda Sheet

[PUBLIC SAFETY AND COMMUNITY HEALTH]

Submitting Department	Fire and Fleet Services
Contact Name & Phone	David Stockdill (509) 435-7080
Contact Email	dstockdill@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	RENEWAL (2 of 2) – Heavy Equipment Body Repair Services
Summary (Background)	<p>Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.</p> <ul style="list-style-type: none"> Timely - This is the second renewal of potentially two, one-year renewals of existing Master contracts with Fleet Painting and Kenworth Sales. OPR 2018-0791, OPR 2018-0807. Mission essential – Both contracts will ensure capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire. Fair and Competitive – The initial master contracts were based upon receipt of two, competitive sealed bids. <p>Cost –The primary master contract with Fleet Painting will not exceed \$450,000 annually. The secondary master contract with Kenworth Sales will not exceed \$50,000 annually.</p>
Proposed Council Action & Date:	Approve by 28 November 2022.
Fiscal Impact: Total Cost: Maximum expenditure of \$500,000 annually. 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: Fire/EMS funds, Fleet Operations Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire Department
Contact Name & Phone	Brian Schaeffer 509-625-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Councilmembers Wilkerson & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO for realized wildfire mobilizations costs & recovery
Summary (Background)	<p>During 2022, SFD personnel were deployed to assist and work 14 individual mobilizations throughout the region: accumulating a total cost on the department of approximately \$550,000 in overtime and other associated expenses.</p> <p>These costs are reimbursed by various state agencies, primarily the Department of Natural Resources.</p> <p>SFD would like to request a special budget ordinance that would recognize the realized cost and revenues in excess of the currently budgeted amounts.</p>
Proposed Council Action & Date:	Approval of SBO – Nov. 21st
Fiscal Impact: Total Cost: <u>\$350,000</u> 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: Reimbursements from the Dept. of Natural Resources 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?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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 Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

- 1) Increase revenue by \$350,000
 - A) Of the increased revenue, \$350,000 is provided solely for wildfire mobilization reimbursement from the Department of Natural Resources.
- 2) Increase appropriation by \$350,000
 - A) Of the increased appropriation, \$350,000 is provided solely for overtime and travel costs of firefighters deployed to wildfire events.

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 unbudgeted costs related to responding to regional wildfire mobilizations, 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	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Accept the funding for CMIS support for the ROW initiative and add one project employee to support the project
Summary (Background)	CHHS is requesting consent to accept \$372,193.80 from the Department of Commerce to support the Right of Way project at Camp Hope. We would provide a project position through June of 2024 to support the implementation of CMIS data tracking for the ROW initiative
Proposed Council Action & Date:	Please approve accepting these funds
Fiscal Impact: Total Cost: The total cost will vary based on the hiring step and associated benefits, we expect the salary and benefit costs per each employee to be less than 90k. 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: 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? 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	

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

N/A



Federal Services Contract with

The City of Spokane, a Washington municipal corporation

through

Rights of Way Initiative – Housing Division

**Contract Number:
SFY23- 46141-011**

For

Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way.

Dated: Saturday, October 1, 2022

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Face Sheet

Contract Number: SFY23-46141-011

**Housing Division
Rights of Way Initiative**

☒ **Subrecipient**
☐ **Contractor**

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jenn Cerecedes Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6 th Floor (509) 625-6055 jcerecedes@spokanecity.org		4. COMMERCE Representative Nathan Peppin Director of Homelessness on State Rights of Way 1011 Plum St SE Olympia, WA 98504 (360) 628-1410 nathan.peppin@commerce.wa.gov	
5. Contract Amount \$372,193.80	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 10/1/2022	8. End Date 6/30/2023
9. Federal Funds (as applicable) \$372,193.80		Federal Agency: US Department of Treasury ALN 21.027 Indirect Rate 10%	
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. UEI # <Insert number>
14. Contract Purpose Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Scope of Work			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Diane Klontz, Deputy Director of Division and Program Alignment _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: Not Provided
Federal Award Identification Number (FAIN): SLFRP0002
Total amount of the federal award: \$2,213,854,677.95
Awarding official: US Department of the Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. SLRFP0002 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Rights of Way Initiative, Washington State Department of Commerce."

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$372,193.80 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment A - Scope of Work and Budget

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$372,193.80, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number SFY23-46141-011. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the

Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Contractor shall maintain insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy

required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certificates from the insurance issuing agency. The copies or certificates shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,

conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. **AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

10. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing,

transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Contract.

25. PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.
 - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

- v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

30. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

35. SITE SECURITY

While on COMMERCE premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need

to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be

final for all the purposes of this clause;

- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The City of Spokane will hire a full-time project employee for the CMIS, a HUD-compliant HMIS, work unit within the Community Housing and Human Services Department (“CHHS”) and fulfill the information system management needs for Rights of Way project as required by the Department of Commerce for the data collection setup, reporting and ongoing data and information system management. Budget line items may shift as long as the total contract expenditures do not exceed \$500,000. Changes to line items that exceed 10% will require notification to Commerce.

CMIS Project Employee:

The project employee will work under the supervisor of the CMIS administrator doing the following activities:

- Information system requirements gathering for ROW project setup
- Setup ROW Project in CMIS (ClientTrack application)
- Ensure proper data collection in accordance with the Dept. of Commerce’s guidelines
- Create reports in accordance with the Dept. of Commerce’s guidelines
- Ensure proper reporting in accordance with the Dept. of Commerce’s guidelines
- Train new information system users at start-up and throughout project on information system
- Maintain information system’s infrastructure for the project: Form Designer & Workflow Designer
- Review, monitor and build out improvements and enhancements for data being collected and reported on by the project
- Collaborate and train alongside homeless housing and services providers, and coordinated entry leads for proper data collection for the project
- Point-of-contact for Dept. of Commerce’s HMIS lead admin and share and execute any new data requirements for the project
- Manage ROW new user accounts and passwords
- Work with software vendor to troubleshoot issues or system bugs
- Recommend fixes
- based on data collection requirements and policies
- Other duties as assigned or improvements to data collection and reporting
- Custom reporting and analysis and query data as needed for funder or planning purposes
- Monitor data for data quality issues and alert EHF of emergent or current issues related to DQ
- Trouble shoot technical challenges and issues related to software and the ROW project
- Present data to stakeholder groups

- Develop documentation and instructions

Annual cost for 10 monthly user licenses

The user license fee covers the cost of using ClientTrack, the CMIS an HMIS compliant management system. The cost is \$148.82 per licensee per month.

Hardware (Laptop + Equipment + Software)

This includes the cost of hardware and software, data storage, and the accounts and licenses needed to complete work by the project employee. This includes a Company a secure laptop, internet, Microsoft Office, PowerBI, and may include SQL Server Management Studio, ArcGIS and other applications that may be needed to complete the work.

Vendor Admin Support

This allows for 20 hours a month of technical application assistance and new staff training.

ROW Custom Report

This is the report required to submit to the Department of Commerce as a requirement of funding.

Custom Data Products (100hrs x \$ 76.78 per hr.)

This is an estimate of the amount of hours and the cost rate per hour to complete custom data products that may include but are not limited to custom reports in Excel, data visualizations in PowerBI, geospatial data visualizations (maps) in ArcGIS, PowerPoint presentations, custom querying of the data outside the requirements and guidelines of the Department of Commerce for data collection and reporting, etc.

Attachment B: Budget

Activity	FY23	FY24	TOTAL
Salaries and Benefits	\$99,179.00	\$99,179.00	\$198,358.00
Software Licensing (10 Licenses)	\$17,760.00	\$17,760.00	\$35,520.00
Hardware	\$4,000.00	-	\$4,000.00
Vendor Technical Support	\$13,800.00	\$13,800.00	\$27,600.00
Right of Way: Required Report	\$15,000.00	-	\$15,000.00
Custom Data Products (100hrs x 76.78 per hour)	\$7,690.00	\$7,690.00	\$15,380.00
Other City Cost: Training, Travel, Supplies, etc.)	\$21,250.00	\$21,250.00	\$42,500.00
Subtotal Operational Costs	\$178,679.00	\$159,679.00	\$338,358.00
Indirect 10%	\$17,867.90	\$15,967.90	\$33,835.80
Agreement Total	\$196,546.90	\$175,646.90	\$372,193.80

Committee Agenda Sheet

Public Safety and Community Health Committee

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. Due to current market conditions and inflation, the duration for this new term will be for one year and the pricing for solid waste will increase from \$55.41/ton to \$65.00/ton and ash will increase from \$57.71/ton to \$77.00/ton. Any Spokane County solid waste that is bypassed to the landfill will also be billed to the County at the new \$65.00/ton rate. The total annual cost for this contract is estimated to be approximately \$11.5M.</p>
Proposed Council Action & Date:	Consent to proceed on 11/7/22
Fiscal Impact: Total Cost: \$11.5M 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?

Briefing Paper

Public Safety & Health

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	SIA I90 Crossing & Marshall Rd. Water Main Projects & Pipe Pre-Order
Summary (Background)	<ul style="list-style-type: none"> • There are two upcoming large diameter (30") water main projects scheduled for 2023: the SIA I90 crossing project and the Marshall Rd. project. • <u>SIA I90 Crossing</u> <ul style="list-style-type: none"> ○ The SIA I90 project connects the two existing reservoirs and one currently under construction reservoir on the north side of I90 with the existing booster station on the south side of I90 with a 30" water main. This main will supplement the undersized existing 18" water main. See attached exhibit. ○ This project serves grown in the south part of the west plains area. • <u>Marshall Rd.</u> <ul style="list-style-type: none"> ○ The Marshall Rd. project increases water transmission capacity from the existing 30" water main on Thorpe Rd. southward (parallel to Hwy 195) to the existing Qualchan reservoir. Water transmission south on Hwy 195 is currently limited to a single 24" water main. See attached exhibit. ○ This project is scheduled to be constructed in 3 phases occurring in 2023 and 2024 • Both of the above projects are in design now. • The lead time for delivery of 30" ductile iron water main is currently 6-7 months. • If we follow the normal way of doing things which is for the construction contractor to order the pipe, pipe is likely to be received too late in the 2023 season to complete these projects in 2023. • Preordering the pipe increases the likelihood that both projects can begin and finish construction in 2023. • We plan to advertise for bid and then pre-order the pipe for the SIA I90 and phase 1 of the Marshall Rd. project in the next several weeks. • The pipe pre-order contract and the associated construction contracts will be brought to you for your approval this fall & winter.
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 ☐ No ☐ N/AFunding Source X One-time ☐ Recurring

Specify funding source: project funds (generally street or utility funds) sewer rates

Expense Occurrence X One-time ☐ 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.

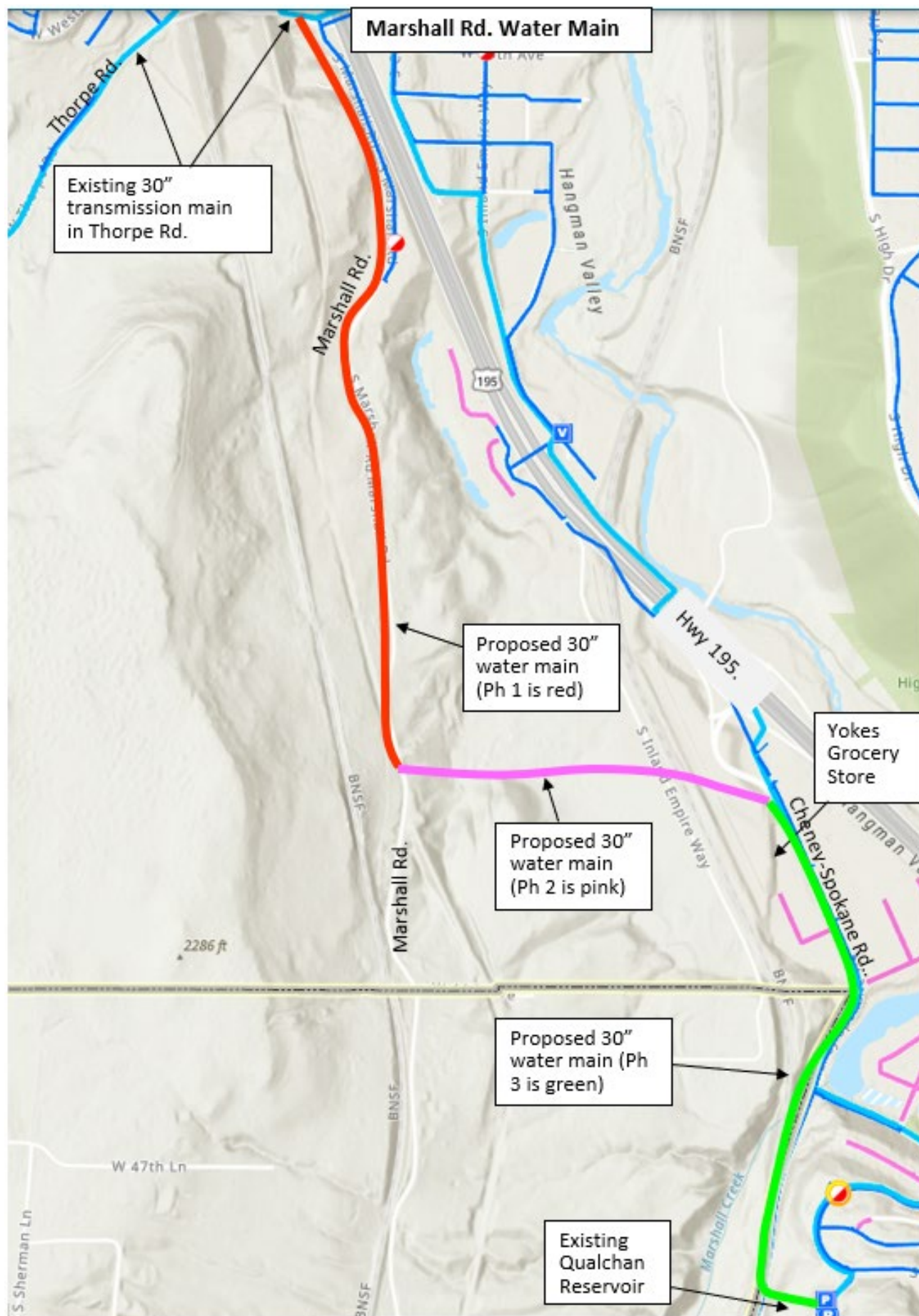
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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.





Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Daniel Ramos III, 509-625-6756
Contact Email	dramos@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>11/7/2022</u>
Agenda Item Name	Eccovia, Inc., Homeless Management Information System Software Extension
Summary (Background)	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2022 to 11/30/2023 at a cost of \$148,660.64 plus tax.
Proposed Council Action & Date:	11/7/2022
Fiscal Impact: Total Cost: \$148,660.64 plus tax 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: HHAA funding Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – one year software extension to meet funding requirements.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – one year software extension to meet funding requirements.	
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 software service aligns with the strategic initiatives and the goals of the Public Safety & Community Health Committee to promote significant growth that connects people to places and builds upon cultural, historic, and natural resource assets, and to meet the obligations required by federal and state funding CHHS receives.

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings 509-625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase a CCTV van from CUES (Orlando, FL) for Wastewater Maintenance
Summary (Background)	<p>Fleet Services received pre-approval to purchase a CCTV van from CUES (Orlando, FL) for Wastewater Maintenance on July 11, 2022 (OPR 2022-0499). Since that pre-approval was obtained the price has increased and the current quote is for \$470,000.00 which is \$120,000.00 more than the amount the pre-approval was for.</p> <p>This equipment is used in the maintenance and preservation of the sewer and storm systems in the city which is regulated by the department of ecology.</p>
Proposed Council Action & Date:	Approve additional funds needed for CCTV Van November 21, 2022
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: 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	