

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 28, 2019

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CITY OF SPOKANE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|--|---------|--|
| 1. | Special Counsel Contract Amendment with Collette Leland and the firm Winston Cashatt (Spokane, WA) to provide representation in an arbitration involving a contract dispute with IMCO Construction Co.—\$300,000.
Michael Ormsby | Approve | OPR 2018-0072 |
| 2. | Purchase without Contract from U.S. Industrial Machinery (Memphis, TN) for hydraulic shear and press break—\$84,719.16 (incl. tax).
Loren Searl | Approve | OPR 2019-0023
BID 4100-350/
351-2018 |
| 3. | Purchase without Contract from LN Curtis for five additional Bullard Thermal Imaging Cameras accessing GPO pricing—\$50,000 (incl. tax).
Jay Atwood | Approve | OPR 2019-0024 |
| 4. | Purchase without Contract from Municipal Emergency Systems (Vancouver, WA) for of one Two Tote Foam Trailer—\$70,000 (incl. tax).
Jay Atwood | Approve | OPR 2019-0025
QUOTE 766-18 |

- | | | | |
|-----|---|---------|------------------------------|
| 5. | Value Blanket Renewal with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) for sewer bends—\$100,000 (incl. tax).
Raylene Gennett | Approve | OPR 2017-0131
BID 4326-17 |
| 6. | Memorandum of Understanding with Spokane County Public Defender's Office to exchange conflict of interest cases. Spokane County also will send six felony conflict cases per month to the City—\$72,000 annual revenue.
Kathy Knox | Approve | OPR 2019-0026 |
| 7. | Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Indian Trail Widening and Overlay— \$1,307,307 (plus tax). An administrative reserve of \$130,730.70 plus tax, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2019-0027
ENG 2018074 |
| 8. | Interagency Agreement the Washington State Criminal Justice Training Commission to memorialize the terms and conditions under which Police will provide services and facilities to WSCJTC for Basic Law Enforcement Academy—\$775,000.
Jennifer Isaacson | Approve | OPR 2019-0028 |
| 9. | Agreement between Spokane County and City of Spokane in conjunction with FY17 Edward Byrne Memorial Justice Assistance grant for minor equipment and regional projects as agreed upon from October 1, 2016, to September 30, 2020. The City shall be the fiscal agent to the County for the amount of \$64,572.
Jennifer Isaacson | Approve | OPR 2019-0029 |
| 10. | Interlocal Agreement between the City of Spokane and Spokane Transit Authority to provide a safe and secure environment in the Downtown Spokane area from January 1, 2019, to December 31, 2019—\$86,900 (incl. tax).
Kevin King | Approve | OPR 2019-0030 |
| 11. | Amendment No. 1 to Loan Agreement WQC-2015-Spokane-00038 through Washington State Department of Ecology in conjunction with the Riverside Park Water Reclamation Facility digester. (Audubon Downriver Neighborhood)—\$684,200.
Mark Papich | Approve | OPR 2016-0015
ENG 2011085 |
| 12. | City and Spokane County Interlocal Agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority—\$507,387.19. (Deferred from January 7, 2019, Agenda)
Council President Stuckart | Approve | OPR 2018-0852 |

13. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2019-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2019: \$_____. CPR 2019-0003
14. City Council Meeting Minutes: _____, Approve
All CPR 2019-0013
2019.
-

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

CTAB – Three Appointments

RECOMMENDATION

Approve

CPR 2018-0032

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0003 Allowing the City to enter into a contract with an outside vendor for video equipment in the employee lunch room at City Hall.
Ed Lukas

- ORD C35735** Relating to the Office of Police Ombudsman's procedures for complaint intake.
Council Member Beggs

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35737** Relating to payment of City Utility bills; amending sections 4.02.140 and 13.01.0314 of the Spokane Municipal Code. (Seeks approval to increase utility bill repayment terms from 10 days to 20 days.)
Corin Morse

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- S1.** Allocating 2019 City of Spokane Lodging Tax funds. Approve OPR 2019-0031
Council Member Beggs

NO HEARINGS

Motion to Approve Advance Agenda for January 28, 2019
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The January 28, 2019, Regular Legislative Session of the City Council is adjourned to February 4, 2019.

NOTES

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

01/28/2019

Date Rec'd

1/15/2019

Clerk's File #

OPR 2018-0072

Renews #**Cross Ref #****Project #****Bid #****Requisition #**

CR20074

Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

Collette Leland and the firm Winston Cashatt provide representation in an Arbitration involving a contract dispute with IMCO Construction Co.

Summary (Background)

Public Works needs assistance in both defending contract claims made by a contractor on a large construction project at the Wastewater Treatment Plant, as well as to pursue the City's counter-claim for liquidated damages. The dispute has proceeded through mediation and is now scheduled for arbitration in February, 2019. We are requesting an additional \$300,000.00 for a total of \$474,000.00 for legal fees, experts and discovery.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 300,000.00

4320-30210-35141-54105

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

PICCOLO, MIKE

Division Director**Finance**

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

1-24-19 Exec Session

Distribution List

ccl@winstoncashatt.com

sdhansen@spokanecity.org

hbarnhart@spokanecity.org

mtaylor@spokanecity.org

mdovol@spokanecity.org

kkeck@spokanecity.org

lberry@spokanecity.org

Additional Approvals**Purchasing**



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **COLLETTE C. LELAND** and **WINSTON & CASHATT LAWYERS**, whose address is 601 West Riverside Avenue, Suite 1900, Spokane, Washington 99201, 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 act as SPECIAL COUNSEL ON BEHALF OF THE CITY IN A CONTRACT DISPUTE WITH IMCO CONSTRUCTION, 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 January 30, 2018, 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 upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** 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 **FOUR HUNDRED SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$474,000.00)**.

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.

WINSTON & CASHATT LAWYERS

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

19-006

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

01/28/2019

Date Rec'd

1/8/2019

Clerk's File #

OPR 2019-0023

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

LOREN SEARL 625-7851

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4100 - HYDRAULIC WELD SHOP EQUIPMENT

Cross Ref #**Project #****Bid #**

4100-350/351-

Requisition #

RE 19155

Agenda Wording

Purchase of Hydraulic Shear & Hydraulic Press Break from U.S. Industrial Machinery (Memphis, TN) for a total of \$84,719.16 (including tax).

Summary (Background)

Requests for Quotes were issued in 2018 to support the purchase of a Hydraulic Shear (4100-350-2018 - five (5) quotes received) and Hydraulic Press Break (4100-351-2018 - four (4) quotes received). The equipment manufacturer, U.S. Industrial Machinery, offered the best pricing if both units were purchased at the same time and staff were trained on their functionality in the same session. Purchasing these units together will save the department roughly \$2500.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 84,719.16

4100-42470-94000-56401-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIES 1/28/2019

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

sjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lsearl@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Committee Name

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Hydraulic Weld Shop Equipment
Date:	1/28/2019
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , x7851
City Council Sponsor:	---
Executive Sponsor:	---
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase is available from the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	---
Outcome: (deliverables, delivery duties, milestones to meet)	This purchase would provide a necessary equipment upgrade and facilitate smoother operations in the Water Weld Shop.
Background/History: Two (2) RFQs were issued in 2018 to support the purchase of a Hydraulic Shear (RFQ #4100-350-2018) and a Hydraulic Press Break (RFQ #4100-351-2018). While a different mix of companies responded to each request, the equipment manufacturer – U.S. Industrial Machinery – offered the best pricing if both units were purchased at the same time and staff were trained on their functionality in the same session. Together, these units total \$84,719.16; requiring Council approval. Purchasing these units together will save the department \$2,491.51.	
Executive Summary: <ul style="list-style-type: none"> Purchase of Hydraulic Shear & Hydraulic Press Break from U.S. Industrial Machinery Total Purchase: \$84,719.16 (including tax) Purchase competed on RFQ numbers 4100-350-2018 and 4100-351-2018 Combined purchase saves the department roughly \$2500 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Water & Hydroelectric Services Department Budget Other budget impacts: ---	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: --- Known challenges/barriers: ---	



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
Spokane, Washington 99207
PHONE: 509.625.7800

QUOTE TABULATION

Quote Number	4100-350-2018				
Description	Hydraulic Shear				
	Blue Ridge Machinery	Fahey Machinery	Reliable Investments	Technology International	U.S. Industrial Machinery
Hydraulic Shear	\$ 27,485.00	\$ 55,345.00	\$ 29,409.00	\$ 26,478.00	\$ 27,235.00
Parts & Labor Warranty, One (1) Year	Included	Included	Included	Included	Included
3-Axis CNC Programmable Back Gauge	\$ 4,950.00	Included	\$ 5,489.00	\$ 5,721.00	\$ 4,990.00
6-Foot Squaring Arm	\$ 1,950.00	Included	\$ 2,195.00	\$ 2,288.00	\$ 1,995.00
Subtotal	\$ 34,385.00	\$ 55,345.00	\$ 37,093.00	\$ 34,487.00	\$ 34,220.00
Sales Tax (8.8%)	\$ 3,025.88	\$ 4,870.36	\$ 3,264.18	\$ 3,034.86	\$ 3,011.36
On-Site Demo & Training	\$ 3,995.00	\$ 2,500.00	\$ 4,395.00	\$ 4,580.00	\$ 3,995.00
Quote Total	\$ 41,405.88	\$ 62,715.36	\$ 44,752.18	\$ 42,101.86	\$ 41,226.36
Product Quoted	US625 w/Drop Chute	Baileigh SH-120003-HD	US625 w/Drop Chute	US625	US625 w/Drop Chute

Lead Time	100 Business Days ARO	30 Business Days ARO	120 Business Days ARO	115 Business Days ARO	100 Business Days ARO
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*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES
 914 E. North Foothills Drive
 Spokane, Washington 99207
 PHONE: 509.625.7800

QUOTE TABULATION

Quote Number	4100-351-2018			
Description	Hydraulic Press Break			
	Blue Ridge Machinery	Fahey Machinery	Technology International	U.S. Industrial Machinery
Hydraulic Press Break	\$ 35,480.00	\$ 55,045.00	\$ 32,500.00	\$ 34,980.00
Parts & Labor Warranty, One (1) Year	Included	Included	Included	Included
CNC 2-Axis Color Graphic Control	\$ 4,895.00	Included	\$ 5,799.00	\$ 4,995.00
Subtotal	\$ 40,375.00	\$ 55,045.00	\$ 38,299.00	\$ 39,975.00
Sales Tax (8.8%)	\$ 3,553.00	\$ 4,843.96	\$ 3,370.31	\$ 3,517.80
On-Site Demo & Training	\$ 3,995.00	\$ 2,000.00	\$ 4,315.00	\$ 3,995.00
Quote Total	\$ 47,923.00	\$ 61,888.96	\$ 45,984.31	\$ 47,487.80
Product Quoted	USHB88-8	Baileigh BP-11210CNC	USHB88-8	USHB88-8
Lead Time	30 Business Days ARO	30 Business Days ARO	50 Business Days ARO	30 Business Days ARO

*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*



Agenda Sheet for City Council Meeting

of:

01/28/2019

Date Rec'd

1/9/2019

Clerk's File #

OPR 2019-0024

Renews #

Submitting Dept

FIRE

Contact Name/Phone

JAY ATWOOD 532-8900

Contact E-Mail

JATWOOD@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

0440 - FIRE DEPT PURCHASE OF THERMAL IMAGING CAMERAS

Cross Ref #

Project #

Bid #

GPO PRICING

Requisition #

RE #19173

Agenda Wording

Approve purchase of five (5) additional Bullard Thermal Imaging Cameras accessing GPO Pricing. \$50,000.00 including taxes

Summary (Background)

SFD recently spent \$39,200 in October 2018 to purchase (4) Bullard Thermal Cameras to equip recently purchased fire apparatus. SFD plans to purchase an additional (5) cameras to equip additional new apparatus. This current purchase combined with the previous purchase will exceed the \$50,000 annual purchase limit and therefore requires Council approval. Cameras are purchased through LN Curtis, the exclusive authorized distributor of Bullard Thermal Imaging Cameras in the State of Washington, using GPO pricing.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 50,000.00

1970-35121-22200-53502

Select \$

#

Select \$

#

Select \$

#

Approvals

Dept Head

SCHAEFFER, BRIAN

Division Director

SCHAEFFER, BRIAN

Finance

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications

Study Session

Other

PSCH 1/7/19

Distribution List

DSTOCKDILL

TPrince

Additional Approvals

Purchasing

PRINCE, THEA

FIREACCOUNTING@SPOKANECITY.ORG



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of Bullard Thermal Imaging Cameras
Date:	January 7, 2019
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>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</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as equipment can be ordered – pricing is current through 1/28/2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Meets SFD goal of equipping new Fire Apparatus with upgraded equipment.
Background/History: The SFD has budgeted SIP funds with each new apparatus purchase to equip fire apparatus with upgraded equipment. Thermal Imaging Cameras are an important tool that fire crews use to search for victims as well as searching for fire extension within wall and void spaces. Thermal cameras currently in use have reached the end of their useful service life.	
Executive Summary: <ul style="list-style-type: none"> \$50,000 annual purchase limit will be exceeded – SFD recently spent \$39,200 in October 2018 to purchase (4) Bullard Thermal Cameras to equip recently purchased fire apparatus. SFD plans to purchase an additional (5) cameras to equip additional new apparatus. This current purchase combined with the previous purchase will exceed the \$50,000 annual purchase limit and therefore requires Council approval. GPO Pricing – Cameras are purchased through LN Curtis, the exclusive authorized distributor of Bullard Thermal Imaging Cameras in the State of Washington, using GPO pricing. Two Approval Options – Though SFD only <i>requires</i> funding approval for (5) Thermal Cameras at this time, SFD is requesting funding approval beyond what is needed for these (5) cameras. In the event (1) or (2) additional cameras might need to be purchased within the 12 month period due to irreparable damage or loss, SFD would not have to occupy the Council's time for additional purchase authority. SFD would prefer Option 2. <ul style="list-style-type: none"> Option 1 – Council Approval for expenditure not to exceed \$48,999.98. Current cost for (5) Thermal Cameras, inclusive of tax, is \$48,999.98 Option 2 – Council Approval for expenditure not to exceed \$70,000.00. SFD is requesting approval to spend up to \$70,000.00 which would cover the cost of up to (2) additional Thermal Cameras for a total of (7) cameras. This \$70,000.00 amount is inclusive of anticipated cost increases and sales tax. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: SIP Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: None Known challenges/barriers: None	

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

01/28/2019

Date Rec'd

1/8/2019

Clerk's File #

OPR 2019-0025

Renews #**Cross Ref #****Project #****Bid #**

QUOTE #766-18

Requisition #

RE # 19171

Submitting Dept

FIRE

Contact Name/Phone

JAY ATWOOD 532-8900

Contact E-Mail

JATWOOD@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

0440 - FIRE DEPT PURCHASES OF TWO TOTE FOAM TRAILER

Agenda Wording

Approve purchase of one (1) Two Tote Foam Trailer from Municipal Emergency Systems (MES) (Vancouver, WA) for \$70,000.00 including taxes.

Summary (Background)

SFD is requesting purchase authority up to \$70,000 for the purchase of the dual tote foam trailer. Competitive bidding has reduced the cost for the dual tote foam trailer from the original estimate of \$94,000 to \$65,075. SFD is requesting up to \$70,000 to cover a potentially minor annual cost increase as well as flexibility in selecting nozzle options that are dictated by the use of new, environmentally friendly foam. Municipal Emergency Systems (MES) was the winning bidder.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 70,000.00

1970-35121-22200-53502

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session**Division Director**

SCHAEFFER, BRIAN

Other

PSCH 1/7/19

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

tprince

For the Mayor

ORMSBY, MICHAEL

dstockdill

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of Dual Tote Foam Trailer
Date:	January 7, 2019
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>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</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as practical to avoid annual price increase.
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase foam trailer and bulk foam in accordance with the Department of Ecology grant agreement with the goal of enhancing SFD capabilities on volatile fuel incidents.
<p>Background/History: Council approved SBO C-35666 on August 13th, 2018 for SFD to purchase a dual tote foam trailer. The Department of Ecology will reimburse the City via grant funding. The original cost estimate for this trailer was \$94,000. Text of the PSCHC DOE Grant briefing paper included here for reference:</p> <p><i>SFD's Haz-Mat Team is trained to handle Hazardous Materials incidents of all types, but one of the team's focus items is on the volatile Bakken crude oil that travels by rail and over the road through downtown Spokane. There is an average of 500 tank cars a day carrying 30,000 gallons of oil per car. This equates to 15 million gallons of crude oil traveling through Spokane each day.</i></p> <p><i>A derailment would have devastating effects on Spokane if quick action is not taken to mitigate the incident. This crude oil has more in common with gasoline, with regard to volatility, than it does with "traditional" crude oil. There have been multiple derailments, loss of life and severe economic impact as a result of these incidents. Fortunately, there has not been a major derailment of a Bakken Unit Train in a major metropolitan area, nor a derailment on an elevated track system.</i></p> <p><i>A potential issue in Spokane would be compounded by the fact that the tracks are elevated through much of downtown and access is poor to provide proper placement of firefighting apparatus. The natural slope of the land will direct the flow of oil and firefighting run-off directly to the Spokane River in minutes. Currently, we are dependent on outside agencies/resources to supply us with enough foam to make an offensive attack. This grant will allow us to purchase a foam trailer that will carry 550 gallons of high expansion AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam).</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Cost Savings – SFD is requesting purchase authority up to \$70,000 for the purchase of the dual tote foam trailer. Competitive bidding has reduced the cost for the dual tote foam trailer from the original estimate of \$94,000 to \$65,075. SFD is requesting up to \$70,000 to cover a potentially minor annual cost increase as well as flexibility in selecting nozzle options that are dictated by the use of new, environmentally friendly foam. Municipal Emergency Systems (MES) was the winning bidder. Bid includes (1) A Chemguard Defender Series, dual tote trailer (2) 550 gallons of foam included with the trailer, (3) an additional 250 gallons of foam for training. • Environmentally responsible – The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires. 	

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: DOE reimbursement

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required: None

Known challenges/barriers: None

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

01/28/2019

Date Rec'd

1/8/2019

Clerk's File #

OPR 2017-0131

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

RAYLENE 625-7909

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4310 - VALUE BLANKET RENEWAL FOR SEWER BENDS

Cross Ref #**Project #****Bid #**

4326-17

Requisition #

VALUE BLANKET

Agenda Wording

Value blanket renewal for sewer bends with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) valued at \$100,000.00 including tax.

Summary (Background)

Bid #4326-17 was issued in January 2017 to twenty-one (21) companies and plan holders. Two (2) bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one (1) year value blanket order as the low, responsive bidder. Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the second of four (4) annual renewals upon mutual consent. Two (2) such options remain.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 100,000.00

4310-43117-35148-53210-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsDept Head

KEGLEY, DANIEL

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council NotificationsStudy SessionOther

PIES 1/28/2019

Distribution List

sjohnson@spokanecity.org

rgennett@spokanecity.org

Additional ApprovalsPurchasing

WAHL, CONNIE



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure & Environmental Sustainability

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Sewer Bend Value Blanket Renewal
Date:	1/28/2019
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org , x7909
City Council Sponsor:	---
Executive Sponsor:	---
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding for this purchase has been budgeted in the Wastewater Maintenance Warehouse budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Renewal requested in tandem with current order expiration on 2/28/2019.
Outcome: (deliverables, delivery duties, milestones to meet)	This blanket order supports efficient and competitive procurement of galvanized sheet metal sewer bends in sizes ranging four (4) to twelve (12) inches for the 2019 construction/repair season (80% of this expenditure estimated to be used on eight (8) inch bends).
<p>Background/History: Bid #4326-17 was issued in January of 2017 to twenty-one (21) companies and plan holders. Two (2) bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one (1) year value blanket order as the low, responsive bidder.</p> <p>Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the second of four (4) optional annual renewals upon mutual consent. Two (2) annual renewal options remain.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Renewal of existing value blanket order with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) for \$100,000.00 including tax Original Bid #4326-17 Existing order expires at the end of February 2019 This renewal represents the second of four (4) annual renewal options at mutual consent This renewal maintains the 2017 pricing through February 2020 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: ---</p> <p>Other budget impacts: ---</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: ---</p> <p>Known challenges/barriers: ---</p>	

BID TABULATION

BID NUMBER: 4326-17
BID TITLE: Sewer Bends – Annual Blanket Order
DUE DATE: January 30, 2017



CITY OF SPOKANE - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

BIDS RECEIVED FROM:	SPOKANE TIN & SHEET IRON WORKS SPOKANE, WA		TSMF, LLC SPOKANE VALLEY, WA	
QUANTITY AND DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50 EA 12" SEWER BENDS	\$98.00	\$4,900.00	\$97.71	\$4,885.50
50 EA 10" SEWER BENDS	\$72.00	\$3,600.00	\$85.29	\$4,264.50
1200 EA 8" SEWER BENDS	\$56.00	\$67,200.00	\$67.37	\$80,844.00
50 EA 6" SEWER BENDS	\$55.00	\$2,750.00	\$50.27	\$2,513.50
25 EA 4" SEWER BENDS	\$54.00	\$1,350.00	\$56.00	\$1,400.00
GROUND FREIGHT		\$2,750.00		\$1,000.00
SUBTOTAL:		\$82,550.00		\$94,907.50
SALES TAX:		\$7,181.85		\$8,256.95
TOTAL BID:		\$89,731.85		*\$103,164.50
DELIVERY TIME:	50 PIECES IN 4 DAYS FROM RECEIPT OF ORDER		ALL IN 14 WEEKS OR ALL WITHIN 6 WEEKS EXCEPT 1,000 8" IN 6 WEEKS	
			*TOTAL CORRECTED BASED ON UNIT PRICES	

The Request for bid was e-mailed to 21 companies and plan holders, with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

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

01/28/2019

Date Rec'd

1/7/2019

Clerk's File #

OPR 2019-0026

Renews #**Submitting Dept**

PUBLIC DEFENDER

Contact Name/Phone

KATHY KNOX 835-5972

Contact E-Mail

KKNOX@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #**

N/A

Agenda Item Name

0700 - MOU FOR EXCHANGE ON CONFLICT CASES

Agenda Wording

MOU with Spokane County Public Defenders Office to exchange conflict of interest cases. The Spokane County will also send six felony conflict cases per month to the City at an annual amount of \$72,000.

Summary (Background)

In recognition that conflict of interest cases arise in each office, and each office has limited resources to hire outside counsel, it was agreed to exchange these cases between the offices.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 72,000.00

0700-14100-99999-33772-99999

Select \$

#

Select \$

#

Select \$

#

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

KNOX, KATHY

Study Session

PSCH 1/7/19

Division Director**Other****Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

llok@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rkokot@spokanecity.org

Additional Approvals

tkzyminski@spokanecounty.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List	

YEAR 2019 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with aailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year, -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

- H. The County Public Defender shall send six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's Office \$6,000 per month (at the rate of \$1,000 per case) for a total annual amount of \$72,000. With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. It is the intent of the parties that the cases sent by the County Public Defender to the City Public Defender will be mostly Class "C" felonies and Class "B" felonies. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for a support person's use.
4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.
5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.
6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.
7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).
8. This memorandum is effective January 1, 2019 through December 31, 2019, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.
9. Kathy Knox will represent or supervise the representation of clients assigned to the

City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: _____

David Condon
Mayor, City of Spokane

Dated: 1-3-19

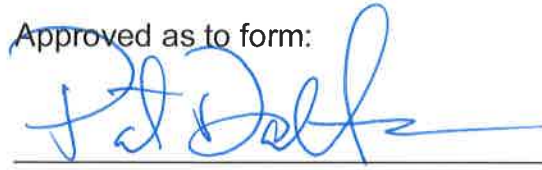


Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office

Attest:

City Clerk

Approved as to form:

A handwritten signature in blue ink, appearing to be "J. A. DeL..." with a long horizontal flourish extending to the right.

Assistant City Attorney

2018-1100-324A1

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

01/28/2019

Date Rec'd

1/14/2019

Clerk's File #

OPR 2019-0027

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - LOW BID AWARD - INLAND ASPHALT COMPANY

Cross Ref #**Project #**

2018074

Bid #**Requisition #**

CR 20070

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Indian Trail Widening and Overlay - Kathleen to Barnes - \$1,307,307.00 plus tax. An administrative reserve of \$130,730.70 plus tax, which is 10% of the contract price, will be set aside.

Summary (Background)

On January 14, 2019 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$1,307,307.00, which is \$.1,639.60 or .16% over the Engineer's Estimate; one other bid was received as follows: Shamrock Paving, Inc. - \$1,384,459.20.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 1,447,028.10

3200 49828 95300 56501 86028

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIES 11/26/18

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

mdoval@spokanecity.org

Purchasing

htrautman@spokanecity.org

kgoodman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Balboa/South Indian Trail Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

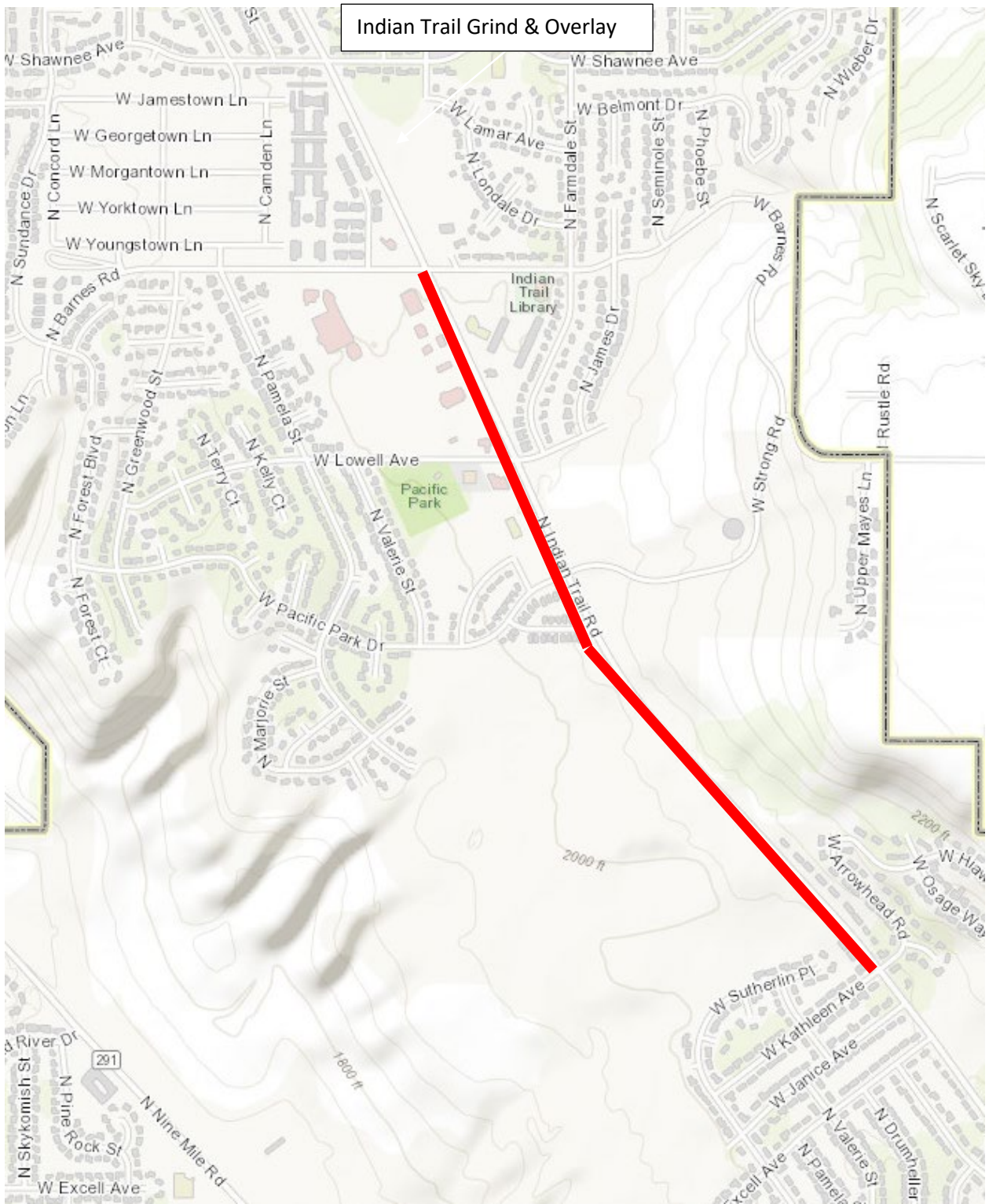
Distribution List

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Indian Trail Grind & Overlay
Date:	November 26, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (to be forwarded to council following bid opening)
<u>Background/History:</u>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> This project grinds & overlays Indian Trail Rd. from Kathleen Ave. to Barnes Rd. See attached exhibit. This project also widens and restripes the roadway to provide two southbound lanes along the project alignment. Currently there is only one southbound lane in the project area. Public outreach consisted of a presentation at the neighborhood meeting and a separate presentation at a public meeting as well as mailers to adjacent property owners. Indian Trail will remain open during construction. This project is paid with levy and impact fee funds. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Indian Trail Grind & Overlay



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2018074

Project Description Indian Trail Road Widening and Overlay - Kathleen
Funding Source to Barnes
 Local

Original Date 12/3/2018 6:58:55 AM

Update Date 1/14/2019 1:32:58 PM

Preparer Rich Proszek

Addendum

Project Number: 2018074			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street Improvements

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,100.00	*****	775.00	*****	1,000.00	*****	0.00
103	POTHOLING	5 EA	500.00	2,500.00	185.00	925.00	375.00	1,875.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	7,000.00	*****	11,500.00	*****	15,000.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	650.00	650.00	540.00	540.00	550.00	550.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	4,900.00	*****	5,000.00	*****	0.00
107	MOBILIZATION	1 LS	*****	108,000.00	*****	99,972.30	*****	110,000.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	55,000.00	*****	100,000.00	*****	125,000.00	*****	0.00
109	SPECIAL SIGNS	200 SF	20.00	4,000.00	11.00	2,200.00	17.00	3,400.00	0.00	0.00
110	SEQUENTIAL ARROW SIGN	1700 HR	5.00	8,500.00	1.10	1,870.00	1.00	1,700.00	0.00	0.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.25	2,275.00	2.50	1,750.00	0.00	0.00
112	TYPE III BARRICADE	24 EA	50.00	1,200.00	30.00	720.00	35.00	840.00	0.00	0.00
113	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	*****	25,000.00	*****	27,000.00	*****	25,000.00	*****	0.00
114	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	30,900.00	*****	10,000.00	*****	0.00

<i>Project Number:</i> 2018074			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	AIR OR HYDRO EVACUATION	12 EA	700.00	8,400.00	730.00	8,760.00	725.00	8,700.00	0.00	0.00
116	TREE PROTECTION ZONE	19 EA	350.00	6,650.00	225.00	4,275.00	225.00	4,275.00	0.00	0.00
117	TREE PRUNING	16 EA	450.00	7,200.00	250.00	4,000.00	250.00	4,000.00	0.00	0.00
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	6,000.00	*****	6,800.00	*****	5,000.00	*****	0.00
119	REMOVE EXISTING CURB	150 LF	10.00	1,500.00	6.50	975.00	13.25	1,987.50	0.00	0.00
120	REMOVE EXISTING CURB AND GUTTER	1042 LF	14.00	14,588.00	6.50	6,773.00	11.00	11,462.00	0.00	0.00
121	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	497 SY	16.00	7,952.00	7.15	3,553.55	14.00	6,958.00	0.00	0.00
122	SAWCUTTING CURB	16 EA	45.00	720.00	27.00	432.00	30.00	480.00	0.00	0.00
123	SAWCUTTING RIGID PAVEMENT	744 LFI	1.80	1,339.20	1.00	744.00	1.25	930.00	0.00	0.00
124	SAWCUTTING FLEXIBLE PAVEMENT	21558 LFI	0.90	19,402.20	0.30	6,467.40	0.40	8,623.20	0.00	0.00
125	ROADWAY EXCAVATION INCL. HAUL - AREA (STREET WIDENING)	538 CY	18.00	9,684.00	26.00	13,988.00	37.00	19,906.00	0.00	0.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	25.00	1,250.00	19.50	975.00	23.00	1,150.00	0.00	0.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	33.00	1,650.00	18.40	920.00	50.00	2,500.00	0.00	0.00
128	SELECT BORROW INCL. HAUL	94 CY	40.00	3,760.00	30.35	2,852.90	80.00	7,520.00	0.00	0.00
129	CONTROLLED DENSITY FILL	20 CY	170.00	3,400.00	181.00	3,620.00	135.00	2,700.00	0.00	0.00
130	CRUSHED SURFACING TOP COURSE	270 CY	42.00	11,340.00	50.50	13,635.00	63.00	17,010.00	0.00	0.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	34 CY	110.00	3,740.00	60.00	2,040.00	165.00	5,610.00	0.00	0.00
132	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	34780 SY	10.00	347,800.00	10.45	363,451.00	10.35	359,973.00	0.00	0.00
133	HMA FOR APPROACH CL. 1/2 IN. PG 64-28, 2 INCH THICK	1218 SY	6.00	7,308.00	12.50	15,225.00	14.50	17,661.00	0.00	0.00

<i>Project Number:</i> 2018074			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
134	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	650 TO	140.00	91,000.00	110.00	71,500.00	102.00	66,300.00	0.00	0.00
135	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	40 TO	150.00	6,000.00	180.00	7,200.00	100.00	4,000.00	0.00	0.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	699 SY	35.00	24,465.00	26.30	18,383.70	25.00	17,475.00	0.00	0.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	380 SY	35.00	13,300.00	23.60	8,968.00	25.00	9,500.00	0.00	0.00
138	CRACK SEALING 1-INCH TO 3-INCH	3000 LF	3.00	9,000.00	1.50	4,500.00	2.00	6,000.00	0.00	0.00
139	SOIL RESIDUAL HERBICIDE	650 SY	0.70	455.00	0.30	195.00	0.50	325.00	0.00	0.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1079 SY	35.00	37,765.00	9.00	9,711.00	32.00	34,528.00	0.00	0.00
141	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	3886 SY	3.00	11,658.00	5.25	20,401.50	3.20	12,435.20	0.00	0.00
142	PLANING BITUMINOUS PAVEMENT - TAPER	12474 SY	3.50	43,659.00	2.85	35,550.90	2.70	33,679.80	0.00	0.00
143	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
144	COMPACTION PRICE ADJUSTMENT	6950 EST	1.00	6,950.00	1.00	6,950.00	1.00	6,950.00	0.00	0.00
145	COMMERCIAL CONCRETE	10 CY	290.00	2,900.00	350.00	3,500.00	200.00	2,000.00	0.00	0.00
146	CEMENT CONCRETE CURB WALL, > 16 INCH to < 30 INCH TALL	100 LF	75.00	7,500.00	86.70	8,670.00	85.00	8,500.00	0.00	0.00
147	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	60 LF	60.00	3,600.00	39.00	2,340.00	45.00	2,700.00	0.00	0.00
148	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	400.00	3,600.00	900.00	8,100.00	600.00	5,400.00	0.00	0.00
149	CATCH BASIN TYPE 1	4 EA	1,400.00	5,600.00	2,975.00	11,900.00	2,500.00	10,000.00	0.00	0.00
150	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	25 EA	825.00	20,625.00	770.00	19,250.00	900.00	22,500.00	0.00	0.00
151	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	825.00	2,475.00	710.00	2,130.00	850.00	2,550.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
152	VALVE BOX AND COVER	24 EA	500.00	12,000.00	600.00	14,400.00	625.00	15,000.00	0.00	0.00
153	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	380.00	11,400.00	85.00	2,550.00	350.00	10,500.00	0.00	0.00
154	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	30.00	600.00	25.00	500.00	20.00	400.00	0.00	0.00
155	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	35.00	700.00	25.00	500.00	32.00	640.00	0.00	0.00
156	IMPORTED BACKFILL	10 CY	40.00	400.00	40.00	400.00	70.00	700.00	0.00	0.00
157	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	1,500.00	*****	4,500.00	*****	0.00
158	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	16 LF	65.00	1,040.00	50.00	800.00	112.00	1,792.00	0.00	0.00
159	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	800.00	800.00	315.00	315.00	900.00	900.00	0.00	0.00
160	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	320.00	320.00	500.00	500.00	0.00	0.00
161	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,000.00	*****	1,300.00	*****	2,500.00	*****	0.00
162	ESC LEAD	1 LS	*****	2,300.00	*****	3,000.00	*****	800.00	*****	0.00
163	INLET PROTECTION	43 EA	100.00	4,300.00	110.00	4,730.00	85.00	3,655.00	0.00	0.00
164	TOPSOIL TYPE A, 2 INCH THICK	168 SY	12.00	2,016.00	15.00	2,520.00	5.00	840.00	0.00	0.00
165	SOD INSTALLATION	168 SY	15.50	2,604.00	20.00	3,360.00	13.00	2,184.00	0.00	0.00
166	LANDSCAPE REPAIR	1 LS	*****	1,200.00	*****	2,700.00	*****	2,000.00	*****	0.00
167	REMOVE AND REPLACE SOD IRRIGATION - INDIAN TRAIL	1 LS	*****	3,000.00	*****	3,795.00	*****	3,500.00	*****	0.00
168	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,000.00	*****	4,340.00	*****	5,500.00	*****	0.00
169	CEMENT CONCRETE CURB	89 LF	32.00	2,848.00	22.00	1,958.00	20.00	1,780.00	0.00	0.00

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<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
170	CEMENT CONC. CURB AND GUTTER	1171 LF	30.00	35,130.00	22.00	25,762.00	20.00	23,420.00	0.00	0.00
171	CEMENT CONCRETE DRIVEWAY	56 SY	65.00	3,640.00	50.00	2,800.00	50.00	2,800.00	0.00	0.00
172	CEMENT CONC. SIDEWALK	561 SY	55.00	30,855.00	52.00	29,172.00	49.00	27,489.00	0.00	0.00
173	RAMP DETECTABLE WARNING	56 SF	27.00	1,512.00	24.00	1,344.00	23.00	1,288.00	0.00	0.00
174	TRAFFIC SIGNAL SYSTEM RETROFIT	1 LS	*****	35,000.00	*****	45,100.00	*****	42,500.00	*****	0.00
175	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS	1 LS	*****	7,000.00	*****	8,300.00	*****	8,000.00	*****	0.00
176	REMOVAL OF EXISTING PAVEMENT MARKINGS	310 SF	2.50	775.00	6.00	1,860.00	5.00	1,550.00	0.00	0.00
177	PAVEMENT MARKING - DURABLE HEAT APPLIED	1908 SF	10.00	19,080.00	9.00	17,172.00	8.50	16,218.00	0.00	0.00
178	PAVEMENT MARKING - DURABLE INLAY TAPE	5337 SF	9.00	48,033.00	8.75	46,698.75	8.50	45,364.50	0.00	0.00
179	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	200.00	3,200.00	170.00	2,720.00	165.00	2,640.00	0.00	0.00
180	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	2,200.00	*****	2,850.00	*****	0.00
<i>Schedule Totals</i>				1,218,818.40		1,214,431.00		1,264,214.20		0.00

<i>Project Number:</i> 2018074			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Storm Improvements					Sales tax shall NOT be included in unit prices					
201	AIR OR HYDRO EVACUATION	6 EA	700.00	4,200.00	730.00	4,380.00	700.00	4,200.00	0.00	0.00
202	TREE PROTECTION ZONE	12 EA	350.00	4,200.00	230.00	2,760.00	225.00	2,700.00	0.00	0.00
203	REMOVE TREE, CLASS 1	1 EA	500.00	500.00	350.00	350.00	350.00	350.00	0.00	0.00
204	TREE PRUNING	8 EA	450.00	3,600.00	250.00	2,000.00	250.00	2,000.00	0.00	0.00
205	REMOVE EXISTING CURB	30 LF	10.00	300.00	8.70	261.00	12.00	360.00	0.00	0.00
206	SAWCUTTING CURB	2 EA	45.00	90.00	27.00	54.00	30.00	60.00	0.00	0.00
207	SAWCUTTING FLEXIBLE PAVEMENT	675 LFI	0.90	607.50	0.30	202.50	0.40	270.00	0.00	0.00
208	SWALE EXCAVATION INCL. HAUL	215 CY	20.00	4,300.00	24.00	5,160.00	30.00	6,450.00	0.00	0.00
209	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	100 SY	35.00	3,500.00	25.70	2,570.00	32.00	3,200.00	0.00	0.00
210	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	35.00	3,500.00	13.00	1,300.00	43.00	4,300.00	0.00	0.00
211	CEMENT CONCRETE CURB WALL, > 16 INCH to < 30 INCH TALL	70 LF	75.00	5,250.00	86.70	6,069.00	85.00	5,950.00	0.00	0.00
212	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	100 LF	60.00	6,000.00	36.85	3,685.00	40.00	4,000.00	0.00	0.00
213	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	65.00	2,600.00	70.45	2,818.00	60.00	2,400.00	0.00	0.00
214	PIPE GUARD - 8 INCH	1 EA	200.00	200.00	200.00	200.00	400.00	400.00	0.00	0.00
215	DRYWELL TYPE 2	1 EA	4,000.00	4,000.00	5,484.00	5,484.00	5,000.00	5,000.00	0.00	0.00
216	TOPSOIL TYPE A, 2 INCH THICK	330 SY	12.00	3,960.00	13.00	4,290.00	10.00	3,300.00	0.00	0.00
217	SOD INSTALLATION	835 SY	15.50	12,942.50	17.50	14,612.50	16.00	13,360.00	0.00	0.00
218	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	505 SY	18.00	9,090.00	27.00	13,635.00	24.00	12,120.00	0.00	0.00

<i>Project Number:</i> 2018074			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Storm Improvements					Sales tax shall NOT be included in unit prices					
219	CONSTRUCT BIO-INFILTRATION SWALE	505 SY	12.00	6,060.00	22.00	11,110.00	15.00	7,575.00	0.00	0.00
220	PIPE OUTFALL PAD	1 LS	*****	1,100.00	*****	1,300.00	*****	3,500.00	*****	0.00
221	REMOVE AND REPLACE SOD IRRIGATION - PRINCE OF PEACE	1 LS	*****	5,000.00	*****	5,420.00	*****	27,000.00	*****	0.00
222	REMOVE AND REPLACE SOD IRRIGATION - FIRE STATION	1 LS	*****	5,000.00	*****	4,555.00	*****	11,000.00	*****	0.00
223	CEMENT CONCRETE CURB	30 LF	32.00	960.00	22.00	660.00	25.00	750.00	0.00	0.00
<i>Schedule Totals</i>				86,960.00		92,876.00		120,245.00		0.00

Project Number *2018074* *Indian Trail Road Widening and Overlay - Kathleen to Barnes*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	1,218,818.40	86,960.00	0.00	0.00	0.00	0.00	0.00	0.00	1,305,778.40
Inland Asphalt Compan	1,214,431.00	92,876.00	0.00	0.00	0.00	0.00	0.00	0.00	1,307,307.00
Shamrock Paving Inc	1,264,214.20	120,245.00	0.00	0.00	0.00	0.00	0.00	0.00	1,384,459.20

Low Bid Contractor: Inland Asphalt Company

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$1,214,431.00	\$1,218,818.40	0.36	% Under Estimate
<i>Schedule 02</i>	\$101,049.09	\$94,612.48	6.80	% Over Estimate
<i>Bid Totals</i>	\$1,315,480.09	\$1,313,430.88	0.16	% Over Estimate

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

01/28/2019

Date Rec'd

1/9/2019

Clerk's File #

OPR 2019-0028

Renews #**Cross Ref #****Submitting Dept**

POLICE

Contact Name/Phone

JENNIFER ISAACSON 625-4056

Project #**Contact E-Mail**

JISAACSON@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680 - BASIC LAW ENFORCEMENT ACADEMY (BLEA)

Agenda Wording

Inter-agency agreement between the Spokane Police Department (SPD) and WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC)WA to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC for BLEA.

Summary (Background)

WSCJTC shall reimburse SPD salary & benefits of an SPD sergeant appointed as BLEA commander when BLEA is in full session and an additional 3 weeks for pre and post academy work. WSCJTC shall also reimburse SPD for a TAC officer's position if appointed from SPD. SPD will provide BLEA and EVOC (Emergency Vehicle Operation Course) training facilities. SPD will also provide EVOC instructors to be paid at an agreed upon rate. WSCJTC shall reimburse SPD \$10,700 per EVOC session. 01/01/2019-12/31/2020

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 775,000.00

0680-11710-21400-VARIOUS

Revenue \$ 775,000.00

0680-11410-21400-34210-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

KING, KEVIN

Council Notifications**Study Session**PSCH Meeting
01/07/2019**Division Director**

KING, KEVIN

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spd finance

For the Mayor

ORMSBY, MICHAEL

cwahl

Additional Approvals

mdoval

Purchasing

jisaacson



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.state.wa.us

INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND SPOKANE POLICE DEPARTMENT

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as "WSCJTC"), and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as "SPD").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC for the purposes of running the Basic Law Enforcement Academy.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for, and incidental to the performance of the duties set forth below.

A. Duties of WSCJTC:

- 1) **Management and Oversight** – Manage and oversee the daily operations of the Washington State Basic Law Enforcement Academy (BLEA) that will be hosted at the SPD Training Academy.
- 2) **Appointment of a BLEA Commander** – WSCJTC shall accomplish this management and oversight through a BLEA Commander that WSCJTC selects and appoints. The BLEA Commander must be Criminal Justice Training Commission certified and approved by WSCJTC.

a) **Payment for BLEA Commander**

WSCJTC shall reimburse SPD the full salary of the SPD sergeant appointed to the position of BLEA Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Commander. WSCJTC will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An

additional up to 3 weeks reimbursement may be granted for pre and post academy work. WSCJTC shall pay said reimbursement amount upon submission by SPD of a monthly invoice to WSCJTC at 19010 1st Avenue South, Burien, WA 98148.

3) Payment for TAC Officer

WSCJTC shall reimburse SPD the full salary of the SPD officer appointed to the position of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as TAC Officer. WSCJTC will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. WSCJTC shall pay said reimbursement amount upon submission by SPD of a monthly invoice to WSCJTC at 19010 1st Avenue South, Burien, WA 98148.

4) Provision of Materials, Services and Supplies

Through the State purchasing process, WSCJTC will provide materials, services, and supplies, unless otherwise agreed to by SPD and WSCJTC.

B. Duties of SPD:

1. Provide the BLEA Commander

SPD will provide to WSCJTC the full-time services of a sergeant to serve as BLEA Commander for the purpose of administering, conducting and presenting the state's Basic Law Enforcement Academy program.

a) Administrative Duties of BLEA Commander

The administrative duties of the BLEA Commander include, but are not limited to:

1. Manage and supervise TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
2. Liaison with SPD staff (i.e., Academy Lt., Sgt, full-time staff etc.)
3. Manage and oversee budget.
4. Manage and oversee equipment and Inventory of purchase(s).

b) Instruction Responsibilities of BLEA Commander

Instruction responsibilities of the BLEA Commander include, but are not limited to:

1. Providing classroom instruction in assigned subjects.
2. Creating written and practical exercises relating to classroom instruction.
3. Writing test material.
4. Researching/updating classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams
7. Assisting and coordinating practical training exercises.
8. Suggesting revisions to academy programs and curriculum.

2. SPD's Employment Obligations to the BLEA Commander

a) **Personnel Rights** - SPD agrees to extend to the BLEA Commander, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the BLEA Commander's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further agrees that upon completion and conclusion of the BLEA Commander's service under this contract, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, the BLEA Commander will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

b) **Covenant to Provide Medical/Health and Worker's Compensation Benefits**

SPD agrees to extend to the BLEA Commander, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

3. Provide a TAC Officer

SPD will provide to WSCJTC the full-time services of a single TAC Officer for the purpose of administering, conducting and presenting the state's Basic Law Enforcement Academy program.

a) **Instruction Responsibilities**

Instruction responsibilities of the TAC Officer shall include, but not be limited to:

1. Providing classroom instruction in assigned subjects.
2. Creating written and practical exercises relating to classroom instruction.
3. Writing test material.
4. Researching/updating classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams
7. Assisting and coordinating practical training exercises.
8. Suggesting revisions to academy programs and curriculum.

The TAC Officer must be Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

4. SPD's Employment Obligations to the TAC Officer

- a) **Personnel Rights** - SPD agrees to extend to the TAC Officer, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the TAC Officer's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further agrees that upon completion and conclusion of the TAC Officer's service under this contract, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, the TAC Officer will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

- b) **Covenant to Provide Medical/Health and Worker's Compensation Benefits**

SPD agrees to extend to the TAC Officer, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

5. SPD to Provide Facilities

SPD will provide the necessary facilities to successfully conduct the 720 hour BLEA academy. Such facilities include, but are not limited to:

1. Office Space for a full-time WSCJTC BLEA Commander. This will

include, but not limited to:

- a. Office Phone
- b. High Speed Internet connection
- c. Office furniture

6. SPD to Provide EVOC Training

SPD will conduct Emergency Vehicle Operation Course (EVOC) training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$55.00 per hour not to exceed \$3000 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length. For this exception the rate of \$55.00 per hour will be paid for actual teaching time. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of a monthly invoice to the Commission.
- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 8b.
- e. SPD shall effect necessary replacement or repair in the most economical and available manner.

7. SPD to Provide Part-Time Instructors.

WSCJTC will reimburse SPD from a single bill for the payment of part-time instructors, (previously paid under individual contracts by WSCJTC through the A-19 process). SPD will bill WSCJTC per BLEA Academy for instructors. This fee shall be based upon the rate of \$55 per hour for DT suit actors and \$40 per

hour for all other instructors, plus Retirement and FICA benefits.

The instructors must be Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

For its part-time instructors, the City of Spokane will send detailed invoices to WSCJTC at the end of each session that include the following:

1. Instructor Name
2. Subject trained (Defensive Tactics, Patrol Beat Mocks, Firearms, Impact Suit Performer, and Wet Lab etc.)
3. Hours worked
4. Dollar amount

C. Additional TAC Staff

The parties agree that any additional TAC Officers, if hired from an agency other than SPD, shall be negotiated in a separate contract with the individual or their employer agency.

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (January 1, 2019 — December 31, 2020) (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed at the end of each session including costs related to Emergency Vehicle Operation Course (EVOC) training, when applicable.

IV. BILLING PROCEDURES

SPD shall submit a final invoice to WSCJTC at the end of each session. WSCJTC shall pay SPD for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

WSCJTC
Attn: Tara Berlin

19010 1st Ave S
Burien, WA 98148

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period .

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, 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.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or 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.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

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

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Interagency Administrator for WSCJTC is:

Name: Tara Berlin
Title: Contract Specialist
Address: 19010 1st Ave S Burien, WA 98148
Telephone: (206) 835-7352
Email: tberlin@cjtc.state.wa.us

The Interagency Administrator for SPD is:

Name: Mark Griffiths
Title: Lieutenant
Address: 2302 N. Waterworks Spokane, WA 99212
Telephone: (509) 742-8110
Email: mgriffiths@spokanepolice.org

XVIII. SIGNATURES

X 

Sue Rahr
Executive Director

X 

Craig Meidl
Chief of Spokane Police Department

Briefing Paper

(Public Safety & Community Healthy Committee)

Division & Department:	Police Department
Subject:	2019-20 BLEA (Basic Law Enforcement Academy)
Date:	January 7, 2019
Contact (email & phone):	Jennifer Isaacson, 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan- Make sustainable financial decisions that support strategic goals.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve WSCJTC Interagency Agreement Approve SBO for additional revenue and expense
<u>Background/History:</u> The Spokane Police Department has held two basic law enforcement academies a year for WSCJTC (Washington State Criminal Justice Training Commission) for the last few years. We have negotiated a new interagency agreement that outlines responsibilities of each agency and payment to SPD to conduct the academies for 2019-2020.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Two-year interagency agreement between WSCJTC and SPD beginning January 1, 2019 through December 31, 2020 to conduct basic law enforcement academies on behalf of WSCJTC. WSCJTC will reimburse SPD for BLEA Commander, TAC Officer, and instructors, as well as EVOC training. An SBO will be requested for \$133,000 in order to account for additional overtime for instructors and wages and contractual items for EVOC not previously budgeted in the 2019 budget. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Proposed SBO Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None	

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

01/28/2019

Date Rec'd

10/16/2018

Clerk's File #

OPR 2019-0029

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

JENNFER 625-4056

Project #**Contact E-Mail**

JISAACSON@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680-SUB RECIPIENT AGREEMENT WITH SPOKANE COUNTY-JAG 2017

Agenda Wording

Agreement with Spokane County to pay for minor equipment and regional projects as agreed upon from 10/1/2016-9/30/2020. The City shall be the fiscal agent to the County for the amount of \$64,572.

Summary (Background)

The Police Department has previously been awarded grant 2017-DJ-BX-0336 from the Dept. of Justice for the 2017 Byrne Justice Assistance Grant (JAG 17). The City of Spokane is acting as the fiscal agent for the grant. This contract is an agreement with Spokane County to use funding for a Legal Secretary through the Prosecutor office and for minor equipment through the Sherriff office for a total of \$64,572 and split \$32,286 to each County entity.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 64,572.00

1620-91750-21250-54201

Select \$

#

Select \$

#

Select \$

#

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

ISAACSON, JENNIFER

Study Session

9/10/18

Division Director

KING, KEVIN

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****GRANTS &**

BROWN, SKYLER



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Safety Community Health

Division & Department:	Police
Subject:	Spokane County JAG 17-Subrecipient agreement
Date:	8/27/18
Contact (email & phone):	Jennifer Isaacson 625-4056
City Council Sponsor:	Na
Executive Sponsor:	Na
Committee(s) Impacted:	Na
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Alignment with resources
Deadline:	9/30/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approve Sub-Recipient Contract with Spokane County.
Background/History: Every year the City of Spokane and Spokane County apply for the Edward Byrne JAG grant. The 2017 JAG award was granted a late acceptance due to stay placed in the 7 th Circuit Court and was lifted June 26 th . This sub recipient agreement for the JAG 2017 grant is for \$64,572 to the County for funding prosecution and court programs by utilizing staff and for the Sheriff's office for purchasing additional equipment. The County on their own split the money in half by \$32,286 to both the Prosecutor's office and the Sherriff's office.	
Executive Summary: <ul style="list-style-type: none"> <i>Sub recipient contract with Spokane County in the amount of \$64,572 to split between the Sherriff's office and Prosecutor's office for \$32,286 each.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE POLICE DEPARTMENT IN CONJUNCTION WITH FY17 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT

1. Grantee Spokane County 1116 W. Broadway Spokane, WA 99260		2. Contract Amount <div style="text-align: center; font-weight: bold;">\$64,572</div>		3. Tax ID# <div style="text-align: center;">91-6001370</div>	
				4. DUNS# <div style="text-align: center; font-weight: bold;">010205078</div>	
5. Grantee Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org			6. CITY's Representative Jennifer Isaacson City of Spokane 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 JIsaacson@spokanepolice.org		
7. Grantor ID #		8. Original Grant ID# 2017-DJ-BX-0336		9. Start Date 10/1/16	
10. End Date 9/30/20					
11. Funding Source: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> </div>					
12. Federal Funds (as applicable)		CFDA # 16.738		Federal Agency: U.S. Department of Justice	
13. Contractor Selection Process: (check all that apply or qualify) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Sole Source</div> <div><input type="checkbox"/> A/E Services</div> <div><input type="checkbox"/> Competitive Bidding</div> <div><input checked="" type="checkbox"/> Pre-approved by Funder</div> </div>			14. Contractor Type: (check all that apply) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Private Organization/Individual</div> <div><input checked="" type="checkbox"/> Public Organization/Jurisdiction</div> <div><input type="checkbox"/> VENDOR</div> <div><input checked="" type="checkbox"/> SUBRECIPIENT</div> <div><input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit</div> </div>		
15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.					
16. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, (3) Attachment "B" Budget, (4) Attachment "C" Statement of Assurances, (5) Attachment "D" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "E" FFATA, (7) Attachment "F" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "G" National Environmental Policy Act, (9) Attachment "H" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "T" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "J" CCR Registration of Sub-Recipient DUNS Numbers .					
FOR THE GRANTEE:			FOR CITY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment “B”, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. Grantee's reimbursement for services set forth in Attachment “A” shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the CITY’s representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made on or before the 20th of each month for the previous month’s expenditures. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December’s reimbursement request must be received no later than January 10th to be allowable under grant. Reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is July 31, 2020.

Requests for reimbursement shall be submitted electronically to:

Angie Chirowamangu
Spokane Police Department
1100 W. Mallon
Spokane, WA 99260
achirowamangu@spokanecity.org

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

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved, and the conduct and control of the activities as set forth in Section No. 1 and described in Attachment “A” will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed

to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of GRANTEE are not entitled to any of the benefits that the CITY provides for CITY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political

Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.

F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 7: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The GRANTEE 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.

SECTION NO. 8: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this AGREEMENT.

SECTION NO. 9: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The GRANTEE 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.

SECTION NO. 10: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the GRANTEE, the GRANTEE will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY.

The GRANTEE shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The GRANTEE is required to ensure compliance with this requirement.

SECTION NO. 11: NEW CIVIL RIGHTS PROVISION

The GRANTEE shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 12: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

GRANTEE must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 13: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The GRANTEE will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is

not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the GRANTEE is required to develop an EEOP but not required to submit the EEOP to the OCR, the GRANTEE will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the GRANTEE is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <https://ojp.gov/about/offices/ocr.htm>.

SECTION NO. 14: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

If GRANTEE currently has other active awards of federal funds, or if GRANTEE receives any other award of federal funds during the period of performance for this award, GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, GRANTEE must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SECTION NO. 15: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 16: INDEMNIFICATION

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

The GRANTEE agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from

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

The CITY and GRANTEE agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any CITY or GRANTEE employees or agents while performing work authorized under this AGREEMENT. For this purpose, the CITY and GRANTEE, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

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

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

SECTION NO. 17: TERMINATION FOR CAUSE / SUSPENSION

In the event CITY determines that the GRANTEE failed to comply with any term or condition of this AGREEMENT, CITY may terminate the AGREEMENT in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, CITY upon written notice may allow the GRANTEE a specific period of time in which to correct the non-compliance. During the corrective-action time period, CITY may suspend further payment to the GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this AGREEMENT. Failure by the GRANTEE to take timely corrective action shall allow CITY to terminate the AGREEMENT upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when CITY determines that the GRANTEE did not fail to comply with the terms of the AGREEMENT or when CITY determines the failure was not caused by the GRANTEE's actions or negligence. If the AGREEMENT is terminated for cause, the GRANTEE shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

SECTION NO. 18: TERMINATION FOR CONVENIENCE

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

SECTION NO. 19: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by CITY, the GRANTEE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to CITY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of CITY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or CITY property in the GRANTEE'S possession as directed by CITY.

Upon termination of the AGREEMENT, CITY shall pay the GRANTEE for any service provided by the GRANTEE under the AGREEMENT prior to the date of termination. CITY may withhold any amount due as CITY reasonably determines is necessary to protect CITY against potential loss or liability resulting from the termination. CITY shall pay any withheld amount to the GRANTEE if CITY later determines that loss or liability will not occur.

The rights and remedies of CITY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, CITY reserves the right to recapture funds in an amount to compensate CITY for the noncompliance in addition to any other remedies available at law or in equity.

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

SECTION NO. 20: CITY REPRESENTATIVE

The CITY hereby appoints and GRANTEE hereby accepts the CITY'S representative or her designee as identified on the FACE SHEET as the CITY'S liaison for the purpose of administering this AGREEMENT. GRANTEE hereby appoints and CITY hereby accepts GRANTEE'S representative or his/her designee as identified on the FACE SHEET as GRANTEE'S liaison for the purpose of administering this AGREEMENT.

SECTION NO. 21: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the CITY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 22: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 23: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 24: WAIVER

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by GRANTEE of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

SECTION NO. 25: INSURANCE

GRANTEE shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GRANTEE shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that CITY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane CITY, its' officers, agents and employees are named as an additional insured with respect to the 2016 Agreement between the CITY and GRANTEE."

WORKERS COMPENSATION: If GRANTEE has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the GRANTEE's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion of the AGREEMENT's insurance coverage requirements must be pre-approved by

the Spokane CITY Risk Management Department. Services under this AGREEMENT shall not commence until evidence of all required insurance and bonding is provided to the CITY. GRANTEE's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GRANTEE and returned to the Spokane CITY Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the GRANTEE's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the CITY shall be excess and not contributory insurance to that provided by the GRANTEE.

GRANTEE shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane CITY Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "Attention Agreement Between Spokane County and City of Spokane Police Department in Conjunction With FY17 Edward Byrne Memorial Justice Assistance (JAG) Grant". Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the CITY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from liability in excess of such amounts.

SECTION NO. 26: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. GRANTEE has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce GRANTEE to execute the same.

SECTION NO. 27: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and

void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to

conform to such statutory provision.

SECTION NO. 28: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 29: MAINTENANCE OF RECORDS

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

GRANTEE 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 AGREEMENT, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel duly authorized by the CITY, 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 finally resolved.

SECTION NO. 30: 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.

SECTION NO. 31: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the CITY and GRANTEE representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

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

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

SECTION NO. 32: NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 33: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 34: POLITICAL ACTIVITIES

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

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

SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 36: PUBLICITY

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

SECTION NO. 37: TAXES

If this AGREEMENT applies to GRANTEE staff, all payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

SECTION NO. 38: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A GRANTEE which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The GRANTEE's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:

- a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the GRANTEE, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) GRANTEE's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administrator to ensure GRANTEE conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases.
4. GRANTEE and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source contract or a contract where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

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

SECTION NO. 39: SUBCONTRACTORS

GRANTEE shall seek and whenever appropriate will receive approval from the CITY for all subcontracts under this AGREEMENT. All subcontractors employed or used by GRANTEE to provide the services under the terms of this AGREEMENT agree to comply with Section Nos. 5, 16, 25, 29, and 38 of this AGREEMENT. GRANTEE shall notify the CITY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 40: ANTI-KICKBACK

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

SECTION NO. 41: CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, 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 the CITY that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the AGREEMENT by the GRANTEE. The rights and remedies of the CITY 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 the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 42: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 43: SITE SECURITY

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

SECTION NO. 44: RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 45: ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, 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 GRANTEE's reports, including computer models and the methodology for those models.

SECTION NO. 46: INDUSTRIAL INSURANCE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the CITY under this AGREEMENT, 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 GRANTEE.

SECTION NO. 47: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 48: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the GRANTEE without prior written consent of CITY.

SECTION NO. 49: ATTORNEYS' FEES

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

SECTION NO. 50: LOSS OF FUNDING

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

SECTION NO. 51: AUDIT

A. General Requirements

GRANTEE shall procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

GRANTEE expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE in accordance with 2 CFR Part 200.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's financial records must be available for review by the CITY and the Department of Justice.

C. Documentation Requirements

GRANTEE must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 COMPENSATION.

In addition to sending a copy of the audit, when applicable, GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the CITY.
- Copy of the Management Letter.

SECTION NO. 52: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;

2. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Grant whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.

SECTION NO. 53: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CITY. CITY 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 GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CITY 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to CITY 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 GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual

property rights, moral rights and rights of publicity, necessary to grant such a license to CITY.

The GRANTEE shall exert all reasonable effort to advise CITY, at the time of delivery of Materials furnished under this Grant, 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 Grant. The GRANTEE shall provide CITY with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

The GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided through this AGREEMENT must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

SECTION NO. 54: REPORTING REQUIREMENTS

- A. The GRANTEE will use the BJA Performance Metric (PMT) at www.bjaperformancetools.org (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by the Spokane Police Department. GRANTEE must submit its performance metrics into the BJA system before the 29th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.
- B. GRANTEE must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- C. The GRANTEE shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 55: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The GRANTEE, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. 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 (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the GRANTEE is unable to certify to any of the statements in this AGREEMENT, the GRANTEE shall attach an explanation to this AGREEMENT.
- C. The GRANTEE agrees by signing this AGREEMENT 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 the CITY.
- D. The GRANTEE further agrees by signing this AGREEMENT 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

- a) The lower tier grantee certifies, by signing this AGREEMENT 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.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- 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. You may contact the CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 56: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The GRANTEE shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the GRANTEE’s or government’s expense, shall contain the following statements:

“This project was supported by Grant No. 2017-DJ-BX-0336 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice.”

SECTION NO. 57: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment “C” Statement of Assurances; Attachment “D” Certification Regarding Debarment, Suspension, Ineligibility; Attachment “E” FFATA; Attachment “F” Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment “G” National Environmental Policy Act; Attachment “H” Acknowledgment of Allowable and Unallowable Costs; Attachment “I” Equal Employment Opportunity Plan Certification Form; Attachment “J” CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Sub-Recipient Compliance Verification.

SECTION NO. 58: ORDER OF PRECEDENCE:

In the event of an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment “A”-Scope of Work
- 4) Attachment “B”-Budget

ATTACHMENT “A”
Scope of Work

The AGREEMENT is to clearly identify the roles and responsibilities of the GRANTEE as they relate to the FY17 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this AGREEMENT is the period within which the project responsibilities of this AGREEMENT shall be performed. The term commences October 1, 2016 and terminates September 30, 2020. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The GRANTEE further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the Spokane CITY Police Department to prevent and reduce crime and violence in the Spokane County and Spokane CITY.
3. Subject to all administrative and financial requirements under Award Number 2017-DJ-BX-0336 set forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29th of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the Grants Management System website. These reports are considered to be timely filed if submitted no later than the 29th of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an “OJP financial management and grant administration training” by 120 days after the date of the recipient’s acceptance of the award. Successful completion of such a training on or after January 1, 2015 will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an “OJP financial management and grant administration training” by 120 calendar days after – (1) the date of OJP’s approval of the “Change Grantee Contact” GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider “OJP financial management and grant

administration training” for purpose of this condition is available at <http://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

OJP will immediately withhold (“freeze”) award funds if the GRANTEE fails to comply with this condition. Failure to comply also may lead OJP to impose additional appropriate conditions on this award.

ATTACHMENT “B”
Budget

Funding Category	Computation	Amount
Spokane County Prosecutor’s Office		
Legal Secretary	6 months x \$3,977; 2 monthsx\$4050, 1 month 320 =	<u>\$32,286</u>
Spokane County Sheriff’s Office		
Equipment (Tactical) - 15 Colt AR 15 Rifles x \$749.00; 8.8% sales tax		\$12,224
Equipment (Tactical) - 15 Glock G21 Handguns x \$417.00; 8.8% sales tax		\$6,805
Equipment (Tactical)		\$13,257
8 Tasers x \$1103.31;		
8 Tactical Performance Power Magazines x \$58.38;		
8 Blackhawk Holsters x \$70.54;		
8 four year extended warranties x \$340.92; 8.8% Sales tax on all except warranty		<u>\$32,286</u>
Total Budget		<u>\$64,572</u>

Approved expenditures for the program as set forth in Attachment “A” (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the CITY’S representative listed on the face sheet to this AGREEMENT. Any amendments to the budget must be made in writing and approved by the CITY’S representative listed on the face sheet to this AGREEMENT.

The GRANTEE shall obligate all grant funds prior to June 30, 2020. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY.

Payment will be on a cost reimbursement basis only.

If eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and elects to use the “de minimis” indirect cost rate, GRANTEE must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

The GRANTEE and any subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or

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Subrecipient Number	Award Number	Award Name
	2017-DJ-BX-0336	

beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “2017 DOJ Grants Financial Guide”).

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

AGENCY NAME
CLAIMANT (Warrant is to be payable to) (please fill in your department’s mailing address)

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant’s Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to _____and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant , subgrant or funding source.

BY		
	(SIGN IN INK)	
	(TITLE)	(DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)		RECEIVED BY	DATE RECEIVED
DATE	DESCRIPTION	AMOUNT BILLED	

ATTACHMENT “C”

STATEMENT OF ASSURANCES

The GRANTEE:

1. GRANTEE and any subrecipient at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”). The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm>.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. Must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. GRANTEE and any subrecipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: <https://oig.justice.gov/hotline/index.htm>; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/>.
8. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this 2016 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

9. GRANTEE and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by GRANTEE or subrecipient would or might fall within the scope of an appropriations-law restriction, GRANTEE is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
10. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
11. Will follow the “Federal Leadership on Reducing Text Messaging While Driving”, 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
12. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
13. Must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
14. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://it.ojp.gov/gsp>. GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
15. Agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA’s Center for Task Force Integrity and Leadership (<https://www.centf.org/LoginCustom.aspx?ReturnUrl=/CTFLI>). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA’s web site and the Center for Task Force Integrity and Leadership (<https://www.centf.org/LoginCustom.aspx?ReturnUrl=/CTFLI>).
16. Agrees to comply with OJP grant monitoring guidelines, protocols, procedures and to cooperate with BJA and OCFO on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE’s subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA’s/OCFO’s grant monitoring activities may result in sanctions affecting the recipient’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE’s access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).

17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
18. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
19. Will comply with Title II of the Americans with Disabilities Act of 1990.
20. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
21. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
22. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.
23. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
24. Agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate and subject informed consent.
25. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the GRANTEE or individuals defined as employees of the GRANTEE. Details of GRANTEE's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.
27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing

Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request.
29. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
30. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.
31. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described as follows:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List;
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award;
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
32. GRANTEE is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). GRANTEE also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

Authorized Signature for the Applicant:

SIGNATURE

PRINTED NAME OF SIGNATURE

VALID THROUGH

DATE

TITLE

ATTACHMENT “D”

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

ATTACHMENT “E”
FFATA FORM

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <i>Name</i> <i>Title</i> <i>Telephone</i> </div>				
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT “F”

Restrictions and Certifications Regarding Non-Disclosure Agreements

January 1, 2018 through September 30, 2020

No recipient or subrecipient under this grant, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this grant, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient’s application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT "G"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The GRANTEE agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the GRANTEE agrees to contact the CITY's representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes
Activity N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Renovation, lease or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | b. significantly changes its size (total structure, not program's portion thereof) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: _____

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

ATTACHMENT “H”

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments “A” and “B” of the Grant, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE

PRINTED NAME

NAME OF GRANTEE ORGANIZATION

CERTIFICATE VALID THROUGH (Not more than two years)

ATTACHMENT “I”

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>
--	---------------------------	----------------------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>
--	---------------------------	----------------------

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

_____ <i>Print or Type Name and Title</i>	_____ <i>Signature</i>	_____ <i>Date</i>
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ATTACHMENT “J”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

GRANTEE must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

GRANTEE also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to GRANTEE) the unique entity identifier required for SAM registration.

The details of GRANTEE’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Office for Civil Rights Compliance Checklist City of Spokane

Entire Form is New

A. Federally-Mandated Activities: Equal Opportunity Program							
1.	EEOP total exemption criteria:	Yes	No	Yes	No	N/A	
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employee						
b.	Recipient agency is an educational institution						
c.	Recipient agency is an Indian Tribe						
d.	Recipient agency is a medical institution						
e.	Recipient agency is a non-profit organization						
f.	Recipient agency's award is less than \$25,000						
	Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"						
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services						
	Not Totally Exempt:						
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights						
4.	Was the EEOP submitted to COMMERCE						
5.	Approval and Expiration dates					Effective:	Expiration:
6.	EEOP is available for review						
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to COMMERCE						
8.	EEOP has been formulated and signed into effect within the past two (2) years						
	Generic Civil Rights Compliance (Non-EEOP):						
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)					Job Announcements	
Web Site							
Posters							
Other (specify):							

Office for Civil Rights Compliance Checklist City of Spokane

		Yes	No	N/A			
10.	How does the agency notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)				Job Announcement		Orientation Training
					Web Site		Refresher Training
					Posters		Employee Handbook
					Other (specify):		
11.	Written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights – Explain						
12.	Grievance Procedures – Notification – Training - Point of Contact						
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services				Policy & Procedures		
					Web Site or Intranet		
					Employee Handbook		
					Collective Bargaining Agreement		
					Other (specify):		
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G - Who				Designee's Title:		
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability - How				Job Announcement		Orientation Training
					Web Site		Refresher Training
					Posters		Employee Handbook
					Other (specify):		
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain				Orientation Training		Supervisor's Training
					Refresher Training (type):		
					Other (specify):		
	Limited English Proficiency				<div style="display: flex; justify-content: space-between;"> ↓ Jurisdiction in general Law Enforcement ↓ </div>		
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)				Assessed LEP population & critical services		
					Hiring LEP language proficient speakers		
					Training personnel in LEP languages		
					Coordinating for LEP speakers in advance		
					LEP speakers called upon contact		
					Language Line used		
					Corresponding common phrase (crib) sheets		

Office for Civil Rights Compliance Checklist City of Spokane

		Yes	No	N/A	
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (<i>Not a requirement, a question</i>)				← Jurisdiction in general Law Enforcement →
15.	Education Program or Activity operated by the agency, has the agency taken the following actions:				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex				
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54 - Who				Designee's Title:
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities				
16.	Religious Activities , if conducted as part of its program or services:				
a.	Provide services to everyone regardless of religion or religious belief				
b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities				
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs				
17.	Finding/Rulings				
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), within the last two years? – Explain if Yes				
b.	Was COMMERCE (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?				
c.	Corrective action, as negotiated or directed, been implemented?				
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation				Comments:

Office for Civil Rights Compliance Checklist City of Spokane

B. Drug-Free Workplace		Yes	No	N/A	
19.	Does the agency have a Drug-Free Workplace policy in place?				
20.	Who administers the Drug-Free Workplace Program?				Office or Position Title:
21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance				
22.	Do violations result in: • Termination • Penalties • Rehabilitation				
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?				
24.	Was COMMERCE (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?				
25.	Was appropriate personnel action taken within 30 days?				
Conflict of Interest					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant within the last two years? <small>(Limit response to project's personnel, supervisors and policy chain)</small>				
27.	Was COMMERCE (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?				
28.	Describe the allegation or finding				

Certification: The undersigned certify that the above is a true representation of the Civil Rights and other issues covered by this checklist for
(responding City, CITY or Tribal jurisdiction):

Valid for a maximum of two years from the execution date of the last EEOP

Signature (of Human Resources/Personnel Respondent)

Date

Signature (of grant activity coordinator (items 13,14,17 & 23-27))

Date

Name/Title of Respondent

Name/Title of Respondent

Note: Project coordinator/liaison for the grant supported activity (right signature block) should respond to questions with color accented line numbers (13, 14, 17 & 23-27) as in some jurisdictions these events are not consistently reported to Human Resources/Personnel.

**Office for Civil Rights Compliance Checklist
City of Spokane**

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

01/28/2019

Date Rec'd

1/2/2019

Clerk's File #

OPR 2019-0030

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

KEVIN KING 835-4514

Project #**Contact E-Mail**

KKING@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680 - STA PLAZA INTERLOCAL AGREEMENT

Agenda Wording

Inter-local agreement between the City of Spokane and Spokane Transit Authority (STA) (SPOKANE, WA) to provide a safe and secure environment in the downtown Spokane area. Amount - \$86,900.00. Term: 01/01/2019-12/31/2019.

Summary (Background)

Spokane Police and STA have collaborated with each other for more than ten years to provide a police presence in and around the STA downtown Plaza and neighboring businesses. Police presence helps to deter illegal activity in an area of high pedestrian activity.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 86,900.00

0680-11150--21250-34210-99999

Select \$

#

Select \$

#

Select \$

#

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

KING, KEVIN

Study Session

Urban Experience

Division Director

KING, KEVIN

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

DALTON, PAT

spdfinance

For the Mayor

ORMSBY, MICHAEL

CWahl

Additional Approvals

kking

Purchasing

mdoval

RWest@spokanetransit.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

INTERLOCAL AGREEMENT

FOR 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 special purpose district; 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 desires to continue to support the effort of the City and the SPD to dedicate one (1) commissioned SPD police officer ("SPD Officer") to the downtown Spokane area where STA services are delivered at its downtown transfer 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 Security officers ("STA Officers") with SPD special commissions located in and around The Plaza and neighboring businesses 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 in, at and around The Plaza and to assist in furthering enforcement efforts in the areas surrounding The Plaza; and

WHEREAS, Chapter 10.93 RCW, Washington Mutual Aid Peace Officers Powers Act, establishes the nature and scope of the authorization of and powers granted to specially commissioned officers by SPD and STA Officers are recipients of such special commissions from SPD; 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

WHEREAS, the City and STA desire to set forth the scope of funding, police services, special commissions and training requirements and opportunities to be provided in furtherance of the Parties' mutual desire to provide for a routine law enforcement presence in and around the Plaza and neighboring areas.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE. The purposes of this Agreement are to enable the City and the SPD to dedicate one (1) SPD Officer to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area; to provide STA Officers with required certifications and recertification for SPD special commissions and control device training and certification; and, to provide STA Officers with additional law enforcement training opportunities as available and desired, under the following terms and conditions:
 - A. SPD Officer. The SPD Officer shall be assigned to the immediate vicinity of The Plaza and its surrounding areas to perform general patrol functions, and to conduct specific emphasis walk-throughs of the area. Emphasis walk-through will be conducted between the hours of 14:30 to 17:30, Monday through Friday, but may be adjusted to meet the demands of SPD calls, STA Security and those of the downtown service area.
 - i. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD Officer.
 - ii. Office and Supportive Facilities. The SPD Officer shall be based out of the SPD downtown precinct, but shall have desk space as needed at the Plaza security office.
 - iii. Police Service Area. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon in writing by both Parties.
 - iv. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
 - v. Duty to City. The 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.
 - B. Communication. STA Officers shall be permitted to have direct communication with the SPD's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
 - C. Mandatory Certification and Training of STA Officers.
 - i. Special Police Officer Training Certification. The SPD shall provide initial and annual Special Police Officer Training ("SPOT") to STA Officers at no additional cost to STA. Successful completion of the 40-hour SPOT course is mandatory for all STA Officers prior to initially entering service as a SPD "specially commissioned Washington peace officer" as defined in RCW 10.93.020(5). To maintain certification as a SPD special commission officer, STA Officers are required to attend the 8-hour SPOT recertification course offered by the SPD each calendar year. Upon issuance of a SPD special commission, STA Officers shall be authorized to enforce provisions of the Spokane Municipal Code (SMC) as set forth on Exhibit A attached hereto and incorporated herein.

- ii. Control Device Certification. The SPD will provide STA Officers initial certification and annual recertification training in Baton and oleoresin capsicum (OC) control devices. STA Officers are required to successfully complete this training and attend annual recertification training in order to carry and deploy these control devices. No other control devices may be used by STA Officers.
 - iii. Crisis Intervention Training. The SPD shall provide a 40-hour Crisis Intervention Training course for at least two (2) STA Officers each calendar year.
2. TERM. This Agreement shall commence January 1, 2019, and continue through December 31, 2019, unless terminated earlier in accordance with Section 9 herein.
3. COMPENSATION. STA shall pay the City, an amount not to exceed \$86,900.00 (eighty-six thousand nine-hundred and 00/100 dollars) as full compensation for everything furnished and performed under this Agreement.
4. PAYMENT. The City shall submit quarterly applications for payment addressed to the address specified in Section 6 herein. Payment to the City will be made by check within ten (10) days of receipt of invoice 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	Mike Toole Manager, Safety & Security Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: mtoole@spokanetransit.com P: (509) 325-6067

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

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

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	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com P: (509) 325-6000 F: (509) 325-6036
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:
 - i. 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
 - ii. 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
 - iii. 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. In addition to the duties of a commissioning agency under Ch. 10.93 RCW, 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 or as provided by Ch. 10.93 RCW. 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.

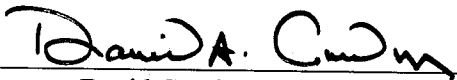
- 9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
- 10. COMPLIANCE WITH 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 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.
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 2 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 9 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

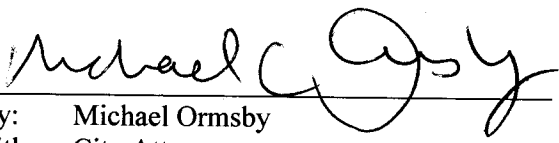

By: David Condon
Title: Mayor
Date: _____

By: Craig Meidl
Title: Chief of Police
Date: _____


Attest:

By: Terri Pfister
Title: City Clerk
Date: _____

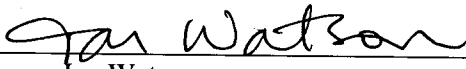
Approved as to form:


By: Michael Ormsby
Title: City Attorney
Date: 12/21/18

Spokane Transit Authority


By: E. Susan Meyer
Title: Chief Executive Officer
Date: 12/13/18

Attest:


By: Jan Watson
Title: Clerk of the Authority
Date: 12/13/18

Approved as to form:

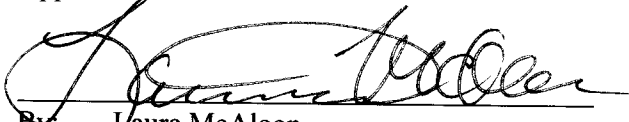

By: Laura McAloon
Title: STA Attorney
Date: 12/17/18

EXHIBIT A

STA TRANSIT OFFICERS AUTHORITY

Offenses related to safety and sanitation (Dog Poop)	SMC/INFR	10.03.100
Possession Of Stolen Property 3rd degree	SMC	10.05.064
Theft	SMC	10.05.100
Urinating In Public	SMC	10.06.015
Lewd Conduct	SMC	10.06.020
Making a False/ Misleading Statement to a Public Servant; False Reporting.	SMC	10.07.020.A
Obstructing A Law Enforcement Officer	SMC	10.07.032
Resisting Arrest	SMC	10.07.034
Unlawful Discharge Of A Laser (Adult - Criminal)	SMC	10.07.142
Unlawful Discharge Of A Laser (Juvenile-Civil)	SMC	10.07.144
Littering less than or equal to 1 cu ft. Side Walk	SMC/INFR	10.08.010.C.E1
Littering more than 1 CU FT Side Walk	SMC/INFR	10.08.010.C.E2
Providing Tobacco To A Minor	SMC	10.08.050
MIP Tobacco	SMC/INFR	10.08.055
Littering Lit Tobacco Products	SMC/INFR	10.08.112.D
Open/Consume Alcohol In A Public Place	SMC/INFR	10.08.200
MIP/Consuming Liquor Possess, Consume, or otherwise acquire.	SMC	10.08.210.A.1
MIP/Consuming Liquor Public Place or Motor Vehicle exhibiting effects/Trained by Officer Downing	SMC	10.08.210.A.2
Disorderly Conduct	SMC	10.10.020
Pedestrian Interference	SMC	10.10.025
Sit And Lie On Sidewalk In Retail Zone	SMC	10.10.026
Regulation Of Solicitation	SMC	10.10.027
Unlawful Bus Conduct	SMC	10.10.100
Assault	RCW	9A.36.041
Dangerous Weapons	RCW	9.41.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9.41.270
Criminal Trespass 1st	SMC	10.12.050.A
Criminal Trespass 2nd	SMC	10.12.050.C
Malicious Mischief Personal Property	SMC	10.12.020.A.1
Malicious Mischief Graffiti	SMC	10.12.020.A.2
Minor Possessing MJ	SMC	10.15.100
Open Possession/Consumption Of MJ	SMC/INFR	10.15.220
DOL auto reg. "when associated with investigations with report number." Commissioning authority only resides on the property of commissioned and county has not restricted what we can write for. To include buses, bus stops and park and ride lots. All minors are written under the RCW.		

Briefing Paper

URBAN EXPERIENCE Committee Meeting 12/10/2018

Division & Department:	Spokane Police Department
Subject:	STA Plaza Security - 2019
Date:	12/03/2018
Contact (email & phone):	Kevin King – kking@spokanepolice.org 509-835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Inter-local agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from January 1, 2019 through December 31, 2019. The revenue will be \$86,900.00. -
Background/History: The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street or at other locations as mutually agreed to by both parties	
Executive Summary: <p>The funds from this inter-local agreement will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. Routine police presence in and around the STA plaza and surrounding areas helps to deter illegal activity in an area of high pedestrian activity. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer</p>	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

01/28/2019

Date Rec'd

12/14/2018

Clerk's File #

OPR 2016-0015

Renews #**Cross Ref #**

RES 2015-0021

Submitting Dept

INTEGRATED CAPITAL

Contact Name/Phone

MARK PAPICH 625-6310

Project #

2011085

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250 - DOE LOAN AGREEMENT WQC-2015-SPOKAN-00038

Agenda Wording

Amendment No. 1 to Loan Agreement WQC-2015-Spokane-00038 through Washington State Department of Ecology in conjunction with the Riverside Park Water Reclamation Facility (RPWRF) Digester.

(Audubon/Downriver Neighborhood Council)

Summary (Background)

The Digester No. 3 project at Riverside Park Water Reclamation Facility is being funded through an Ecology CWSRF Loan. This amendment increases the funding from \$15,203,822 to \$15,888,022 for an increase of \$684,200. This increase is to capture change order costs that have occurred during construction.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? YES

Revenue \$ 684,200.00

4250-98817-99999-38271-14329

Select \$

#

Select \$

#

Select \$

#

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

DAVIS, MARCIA

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PSCHC 1/7/19

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

DALTON, PAT

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mdoval@spokanecity.org

Additional Approvals

mpapich@spokanecity.org

Purchasing

mdavis@spokanecity.org

GRANTS &

BROWN, SKYLER

kemiller@spokanecity.org

icmaccounting@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Bid includes one (1) Chemguard Defender Series dual tote trailer, 550 gallons of foam included with the trailer and an additional 250 gallon of foam for training. The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Ecology CWSRF Loan Amendments
Date:	1/7/19
Contact (email & phone):	Mark Papich (mpapich@spokanecity.org , 625-6310)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Six Year Capital Improvements for Wastewater Management
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve loan amendments to increase loan amounts to match actual construction costs.

Background/History:

The Digester No. 3 project at Riverside Park Water Reclamation Facility is being funded through an Ecology CWSRF Loan (WQC-2015-Spokane-00038). This amendment increases the funding from \$15,203,822 to \$15,888,022 for an increase of \$684,200. This increase is to capture change order costs that have occurred during construction.

The Riverside Interceptor Protection (I-07) Project is being funded through an Ecology CWSRF Loan (WQC-2017-Spokane-00018). This amendment increases the funding from \$4,200,000 to \$4,906,690.69 for an increase of \$706,690.69. This increase is to capture change order costs that have occurred during construction.

Executive Summary:

- Ecology CWSRF Loan amount for RPWRF Digester No.3 will be increased by \$684,200.
- Ecology CWSRF Loan amount for Riverside Interceptor Protection (I-07) will be increased by \$706,690.69.

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: *Match requirement for most of the grant programs. Match will be programmed through the arterial street fund, and will be updated in the 6-Year Street Program*

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A

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

Specify changes required:

Known challenges/barriers:



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2015-Spokane-00038
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Spokane**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the Riverside Park Water Reclamation Facility (RPWRF) Digester (PROJECT).

This amendment is needed to: 1) Extend the Project Completion Date and Initiation of Operation Date; and 2) Add a Change Order task to the Scope of Work and add Standard Loan funds to the agreement for this task.

1) The original loan amount is increased by \$684,200, from \$15,203,822 to \$15,888,022, due to change orders encountered in the construction of the project. The original engineer's estimate at the time of bid was \$13,684,000.

2) The Project Completion Date is extended to September 1, 2019. The Initiation of Operation Date is extended to June 30, 2019. Loan repayment will begin on June 30, 2020.

3) The Estimated Loan Repayment Schedule No. 2103, created on January 5, 2015, shall be replaced with the Estimated Loan Repayment Schedule No. 2549 created on August 29, 2018.

Note: This amendment only includes the portions of the original agreement that have been changed in some way. If there were no changes, it will not be referenced in this amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 15,203,822.00 Amended: 15,888,022.00

Expiration Date:

Original: 09/01/2018 Amended: 09/01/2019

CHANGES TO THE BUDGET

Funding Distribution EL150076

Funding Title: SRF Standard Loan

Funding Type: Loan

Funding Effective Date: 07/02/2014

Funding Expiration Date: 09/01/2019

Funding Source:

Title: CWSRF - SFY15

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/02/2014

Project Completion Date: 09/01/2019

Estimated Initiation of Operation date: 06/30/2019

Loan Security: General Obligation Debt of the Recipient or the state of Washington

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2549

SRF Standard Loan	Task Total
Construct Digester	\$ 15,203,822.0
Construction Management	\$ 0.00
Change Orders	\$ 684,200.00
Project Administration/Management	\$ 0.00

Total: \$ 15,888,022.0

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$15,203,822.00

Task Title: Construct Digester

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. One additional approximately 2.8 million gallon anaerobic digester.
2. A waste gas burner.

Both elements will be integrated into the digester gallery for operation.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

E. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

.

Task Expected Outcome:

.

Recipient Task Coordinator: Mark Papich

Deliverables

Number	Description	Due Date
2.1	Copy of the advertisement for bids and the affidavit of publication.	
2.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
2.3	Copy of the notice to proceed.	
2.4	Investment Grade Efficiency Audit documentation.	

2.5	Minutes of the pre-construction meeting.	
-----	--	--

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost:** \$684,200.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

Submit change orders to ECOLOGY for approval.

Task Expected Outcome:

All change orders reviewed by Ecology prior to reimbursement.

Recipient Task Coordinator: Mark Papich

Deliverables

Number	Description	Due Date
4.1	A copy of all change orders.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0 %	\$ 0.00	\$ 15,888,022.00	\$ 15,888,022.00
Total		\$ 0.00	\$ 15,888,022.00	\$ 15,888,022.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 09/01/2018.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Spokane

By: _____

Heather R. Bartlett
Water Quality
Program Manager

Date

By: _____

David A Condon
Mayor

Date

Template Approved to Form by
Attorney General's Office



Agenda Sheet for City Council Meeting of:
01/07/2019

Date Rec'd	12/11/2018
Clerk's File #	OPR 2018-0852
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CITY OF SPOKANE AND SPOKANE COUNTY NORTHEAST PDA INTERLOCAL AGREEMENT

Agenda Wording

City of Spokane and Spokane County Interlocal Agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority.

Summary (Background)

This interlocal agreement between the City of Spokane and Spokane County allows Spokane County to participate in the Northeast PDA and expands the boundary to include the joint planning areas and UGA land north and east of the current PDA boundaries.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>		
		Public Works?	NO			
Select	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
<u>Approvals</u>			<u>Council Notifications</u>			
<u>Dept Head</u>		MCDANIEL, ADAM		<u>Study Session</u>		12/6/18
<u>Division Director</u>				<u>Other</u>		
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>		
<u>Legal</u>		PICCOLO, MIKE				
<u>For the Mayor</u>		ORMSBY, MICHAEL				
<u>Additional Approvals</u>						
<u>Purchasing</u>						

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING REFORMATION OF
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY BOARD**

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

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For Discussion Purposes

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the existing Northeast Public Development Authority (PDA) and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

Section 2: DEFINITIONS

DRAFT – 10-18-18

For Discussion Purposes

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement and any subsequent PDA.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

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For Discussion Purposes

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, 60% of all new incremental increases in new tax revenues from business located within the Geographic Boundaries of the PDA. The methodology for calculating and distributing the revenue sharing is outlined in Attachment “B”.

City and County will commit and include the following new tax revenue sources for their respective entities:

- a. Property (Real and Personal) Tax Revenue:*
 - i. City of Spokane Regular Levy within PDA – incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
 - iii. Spokane County Road Levy within PDA – incremental increase. Provided, however, this revenue can be spent by the PDA only for those purposes as authorized under chapter 36.82 RCW and/or 36.33.220.
 - b. Sales Tax Revenue:*
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
 - c. Utility Tax Revenue:*
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
 - d. Leasehold Excise Tax:*
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City’s constituents to consider other mechanisms to satisfy the City’s obligation to guarantee any outstanding debt.

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For Discussion Purposes

- (4) Stand Down on Annexation: For the duration of this Agreement, the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider, utility service shall be provided to users located within the Geographic Boundaries of the PDA at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated service area.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

Section 4: TERM

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

DRAFT – 10-18-18

For Discussion Purposes

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members (4):
 - i. Two County appointments, comprised of one elected official and one administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council
 - b. At-large Business Representative (3):
 - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above sub-paragraphs i and ii.
 - ii. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.

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For Discussion Purposes

(7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations.

(8) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

Initial funding for the PDA operating expenses for the first three (3) years, 2018, 2019, and 2020, shall be as follows: The County shall provide \$60,000 per year as preliminary funding for operation of the PDA. The City has committed and contributed \$50,000 in 2017, \$133,333 in 2018 and has committed to \$50,000 in 2019 and \$0 for 2020. These amounts will be used to fund the staff and other operating expenses of the PDA.

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

Section 9: LIABILITY

The COUNTY 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 COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

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For Discussion Purposes

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

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

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

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

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse

DRAFT – 10-18-18

For Discussion Purposes

1116 West Broadway Avenue
Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance 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 or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 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 \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

DRAFT – 10-18-18

For Discussion Purposes

Section 12: ANTI-KICKBACK

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

Section 13: MISCELLANEOUS

- A. NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

DRAFT – 10-18-18

For Discussion Purposes

- I. **VENUE:** This Agreement shall be under the laws Washington State. 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.
- J. **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.

Section 14: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

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

//

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DRAFT – 10-18-18
For Discussion Purposes

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DRAFT – 10-18-18
For Discussion Purposes

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, Chair

MARY KUNEY, Vice Chair

AL FRENCH, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 60% of the increase to the PDA, and the remaining 40% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2019, 60% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 40% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2020. 60% of any increase in the Leasehold Tax within the PDA TCA between 2019 and 2020 will be distributed to the PDA. The remaining 40% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 60% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 40% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.

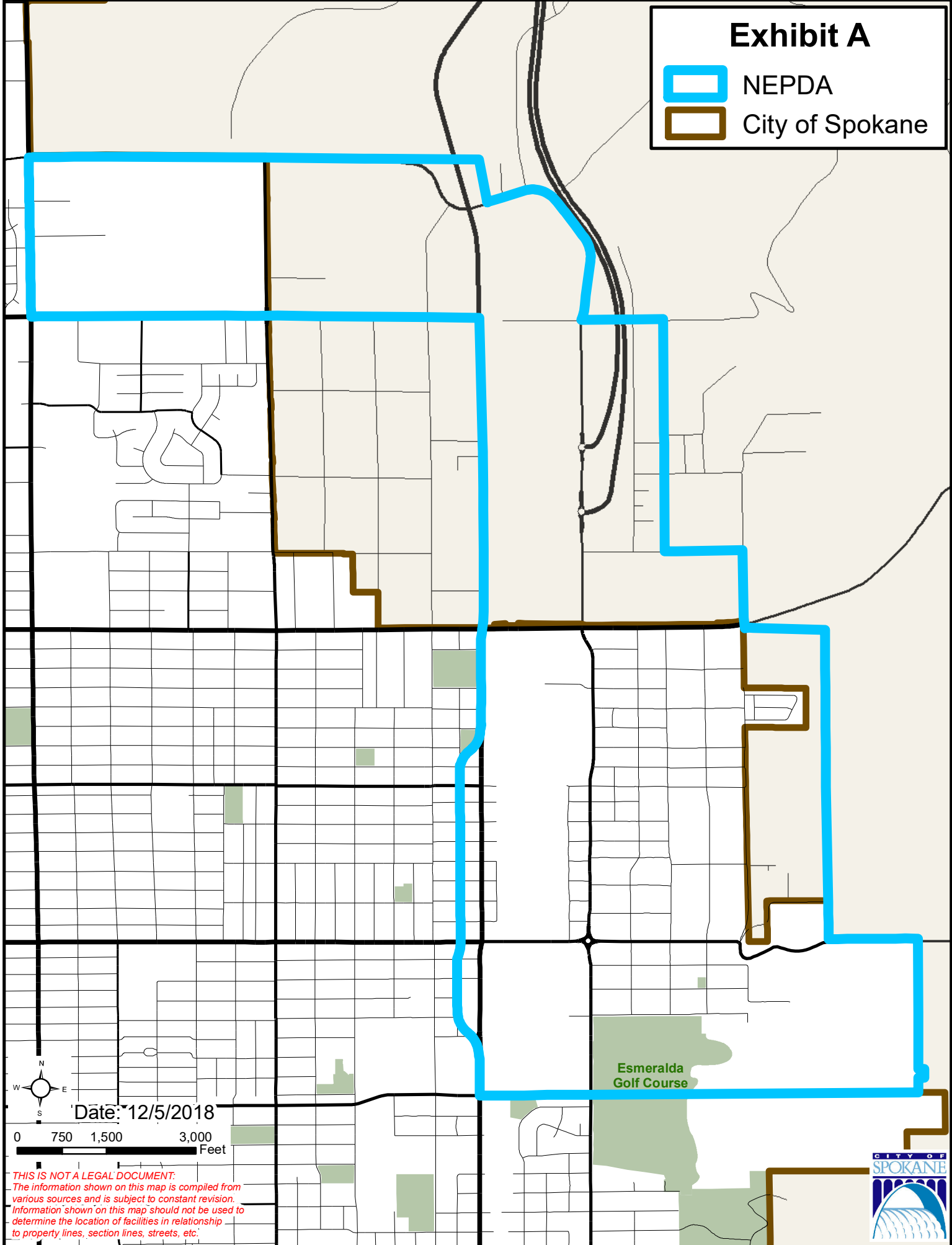
Exhibit A



NEPDA



City of Spokane



Esmeralda
Golf Course

Date: 12/5/2018

0 750 1,500 3,000 Feet

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



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

01/28/2019

Date Rec'd

1/8/2019

Clerk's File #

CPR 2018-0032

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item TypeBoards and Commissions
Appointments**Agenda Item Name**

0320 CTAB APPOINTMENTS

Agenda Wording

Appointing Brian Duncan as the Council District 2 representative to the Citizens Transportation Advisory Board (CTAB), John Dietzman as the member-at-large representative to CTAB, appointing Dennis Morford as PCTS representative to CTAB.

Summary (Background)

Appointing Brian Duncan as the Council District 2 representative to the Citizens Transportation Advisory Board (CTAB) for a term ending on November 11, 2021, John Dietzman as the member-at-large representative to the Citizens Transportation Advisory Board for a term ending on November 11, 2021, appointing Dennis Morford as the Plan Commission Transportation Subcommittee representative to the Citizens Transportation Advisory Board for a term ending on November 11, 2021.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MCDANIEL, ADAM

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session****Other****Distribution List**

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

01/28/2019

Date Rec'd

1/16/2019

Clerk's File #

RES 2019-0003

Renews #**Cross Ref #****Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

ED LUKAS 625-6286

Project #**Contact E-Mail**

RLUKAS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5900 - VIDEO EQUIPMENT FOR EMPLOYEE LUNCHROOM

Agenda Wording

A resolution to allow the city to enter into a contract with an outside vendor for video equipment in the employee lunch room at City Hall.

Summary (Background)

One of the updates to the employee lunch room includes a Healthy Food Options Café that is self service. The video equipment is required by the vendor and will not record anything beyond the payment station and the food display area. An identical system is in place for the employee lunch room at Spokane County Jail.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

LUKAS, ED

Division Director

PILGRIM, NATHAN

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

FLEIGER, NATHAN

Additional Approvals**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

Council Notifications**Study Session****Other**

S R 12/17/18

Distribution List

eraea@spokanecity.org

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jrichman@spokanecity.org

publicworksaccounting@spokanecity.org

cbrazington@spokanecity.org

kbustos@spokanecity.org

RESOLUTION 2018 --

WHEREAS, the City desires to offer employees in City-owned facilities the option of purchasing healthy meals and snacks and further desires to offer this option using the City Hall lunch room, and

WHEREAS, the City desires to enter into a contract with an outside vendor to manage one or more small food markets to be put in City-owned facilities, and

WHEREAS, the only way that such a small food market can offer healthy food and snacks at an affordable price is to utilize a self-service and self-pay model whereby City employees will select their desired food and make payment using a credit card or telephone app, and

WHEREAS, since the proposed small food market will not have employees on duty and will instead rely on payment for selected goods on the "honor system," it is operationally imperative that the purchase transaction be monitored by video camera so as to reduce incidences of non-payment, and

WHEREAS, SMC Chapter 18.04 requires approval by the City Council of any use of surveillance equipment by any contractor of the City, and

WHEREAS, SMC 18.01.030AA defines "surveillance equipment" as any equipment capable of capturing or recording images, but does not include cameras in public buildings or on city vehicles as long as those cameras were in use as of March 1, 2017, and

WHEREAS, the cameras necessary to operate this small market were not installed in City-owned facilities prior to March 1, 2017, and therefore a Resolution of the City Council is required pursuant to SMC 18.04.010 approving the "operational protocols" under which this camera equipment will be used, and

WHEREAS, it is in the best interests of the City to allow the Asset Management Department to enter into a contract for the installation and operation of one or more small food markets in City-owned facilities, including the use of video cameras, subject to the following operational protocols –

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE

The City Asset Management Department is hereby authorized to contract with a private entity to install and operate one or more small markets in City-owned facilities and allow the private entity to utilize video recording technology to under the following protocol:

1. The cameras will be used to monitor the purchase of food by employees in City-owned facilities to assure that all purchases are paid for;
2. The equipment installed will be one or more cameras designed and placed to capture food sales transactions;
3. The cameras will be placed in City-owned facilities;
4. The cameras and recording equipment will be used at any time someone is shopping for food in anew small market in City-owned facilities;

5. The privacy and anonymity rights of City employees who choose to patronize the market will be lessened because their actions will be recorded;
6. The video recordings will be collected and retained by the third party vendor and will be accessed and used only as necessary to ensure that all market goods are properly paid for;
7. There will be no real time monitoring.

APPROVED BY THE CITY COUNCIL this _____ day of _____, 20_____.

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

**SUSTAINABLE RESOURCES COMMITTEE MEETING
AGENDA FOR
December 17, 2018
1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Sustainable Resources Committee meeting will be held at **1:15 p.m. on December 17, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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

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

AGENDA

I. Call to Order

II. Approval of Minutes from August 20, 2018 Meeting

III. Consent Items

- | | |
|--|------------------|
| • Fairfax Service Agreement Extension | Corin Morse |
| • SBO Admission Tax Proceeds to Arts | Crystal Marchand |
| • Investment Policy & Resolution Updates | Crystal Marchand |
| • PMWeb Annual Support & Maintenance | Mike Sloon |
| • Software House International – Microsoft Premier Support Renewal | Mike Sloon |
| • Structure Communications – Hitachi SAN Systems Support Renewal | Mike Sloon |
| • My Spokane Imprest Fund Ordinance Amendment | Michelle Hughes |

IV. Council Requests

V. Staff Requests

- | | |
|--|-----------------|
| 1. Civil Service Initiatives (15 min) | Amber Richards |
| 2. UW Visitor Center | Ed Lukas |
| 3. Surveillance Equipment Resolution for Employee Lunch Room | Lukas/Harris |
| 4. Financial Update (15 min) | Cooley/Marchand |

VI. Executive Session:

VII. Adjournment:

Next Sustainable Resources meeting will be on Monday, February 18, 2019.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane

City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

01/14/2019

Date Rec'd

12/12/2018

Clerk's File #

ORD C35735

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 6714

Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 RELATING TO THE OPO'S COMPLAINT INTAKE PROCEDURES

Agenda Wording

An ordinance relating to the Office of Police Ombudsman's procedures for complaint intake.

Summary (Background)

In a letter to City Council Members on 11/13/18, the OPO requested the change in SMC to note that employees of the OPO may, rather than shall, notify complainants that making false or misleading statements may subject them the criminal sanctions via SMC 10.07.020. This ordinance serves to execute the OPO's request.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

Study Session**Division Director****Other**

12/3 PSCHC & 12/17 PIES

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ORDINANCE NO. C - _____

An ordinance relating to the Office of Police Ombudsman's procedures for complaint intake.

WHEREAS, the Office of Police Ombudsman (OPO) is currently required to tell complainants that making false or misleading statements may be subject to criminal sanctions in SMC 10.07.020, a practice that may lead to intimidation of some potential credible complainants and violates current national best practices; and

WHEREAS, both the OPO and the Spokane Police Department have historically provided information regarding SMC 10.07.020 to complainants on the complaint form; and

WHEREAS, trainings attended by the OPO regarding reducing police liability and managing difficult complainants have shown that best practices do not support warning complainants regarding SMC 10.07.020; and

WHEREAS, the OPO ended their practice of requiring complainants to sign written complaints in acknowledgment of SMC 10.07.020; and

WHEREAS, the OPO requested the below change to SMC to be consistent with their operating procedures in a letter to City Council Members dated November 13, 2018.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC Section 04.32.140 is amended to read as follows:

Section 04.32.140 False Reporting

- A. The OPO shall have the discretion to decline further action on a complaint filed with the OPO if it is found that there is a reasonable belief that the alleged acts of misconduct in the complaint are false and that the person(s) filing the complaint knew them to be false at the time the complaint was filed.
- B. The employees of the OPO are considered public servants for the purposes of SMC 10.07.020, and may notify complainants that SMC 10.07.020 makes it a gross misdemeanor to knowingly make a false or misleading material statement to a public servant. ~~((Any person who knowingly makes a false or misleading material statement to the OPO is subject to criminal sanctions in SMC 10.07.020. The OPO shall notify complainants that they can be charged with a criminal gross misdemeanor for making a false or misleading material statement pursuant to SMC 10.07.020.))~~

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

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

01/28/2019

Date Rec'd

12/21/2018

Clerk's File #

ORD C35737

Renews #**Submitting Dept**

PUBLIC WORKS

Contact Name/Phone

CORIN MORSE 625.6855

Contact E-Mail

CMORSE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

5200 REQUEST TO REVISE UTILITY BILL REPAYMENT TERMS

Agenda Wording

Seeking approval to increase utility bill repayment terms from 10 days to 20 days.

Summary (Background)

Currently the City of Spokane's utility bill repayment terms are established as "10 days from postmark date". If the city increases the repayment terms to 20 days and gives a specific due date, it will be less confusing to customers and align the city's payment terms with utility companies and municipalities in surrounding areas. If approved, SMC 13.01.0314 and SMC 04.02.140 will need to be amended with the proposed repayment terms.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

SIMMONS, SCOTT M.

Study Session

Urban Experience

Division Director

SIMMONS, SCOTT M.

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

SCHOEDEL, ELIZABETH

cmorse@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

smsimmons@spokanecity.org

Additional Approvals

eschoedel@spokanecity.org

Purchasing

rhulvey@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

pdalton@spokanecity.org

Briefing Paper

Utility Billing – Urban Experience

Division & Department:	Public Works & Utility Billing Program
Subject:	To provide an actual due date on bills & increase days to pay.
Date:	January 14, 2019
Author (email & phone):	Corin Morse (cmorse@spokanecity.org)
City Council Sponsor:	N/A
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	N/A
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	N/A
Strategic Initiative:	Utility Bill Enhancements
Deadline:	N/A
Outcome:	Providing customers with an actual due date on bill and to provide an additional 10 days to pay before considered to be past due.
Background/History: <ul style="list-style-type: none"> Utility bills provide customers with repayment terms of, “10 days from postmark date” currently without an actual due date which can cause confusion. Customers have requested an actual due date on their bill as well. 	
Executive Summary: <ul style="list-style-type: none"> The days to pay allowed with City of Seattle, Tacoma, Vancouver, Inland Power and Avista is an average of 15 - 21 days from the billing date. On average, 2% of customers pay between 1-10 days and 62% pay from 11-20 days from the utility bill date. The current payment instruction of “10 days from postmark date” will be replaced with an actual due date that is 20 days from the date of the bill during Q1/2019. The above change will require an Amendment to SMC Section 13.01.0314 and 04.02.140: 	
Budget Impact: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Amendment to SMC Section 13.01.0314 and 04.02.140. Known challenges/barriers: N/A	

ORDINANCE C35737

An Ordinance relating to payment of City Utility bills; amending sections 4.02.140 and 13.01.0314 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That section 4.02.140 of the Spokane Municipal Code is amended to read as follows:

4.02.140 Time for Payment

The director establishes the period for payment of utility bills, which is at least ~~((ten))~~ twenty days after date of issuance of the bill.

Section 2: That section 13.01.0314 of the Spokane Municipal Code is amended to read as follows:

13.01.0314 Miscellaneous

A. Payments.

Bills are due and payable ~~((ten))~~ twenty calendar days after the date of issuance reflected on the bill.

B. Delinquent Charge.

Except where limited by law, a delinquent charge of one percent per month is assessed on any unpaid amounts ~~((, beginning with the next regular billing cycle))~~ after a bill is due, or ~~((thirty))~~ twenty days after billing ~~((whichever is first))~~.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

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

01/28/2019

Date Rec'd

1/14/2019

Clerk's File #

OPR 2019-0031

Renews #**Cross Ref #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 6714

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Considerations

Requisition #**Agenda Item Name**

0320 - 2019 LODGING TAX ALLOCATION

Agenda Wording

Allocating 2019 City of Spokane Lodging Tax funds.

Summary (Background)

The LTAC is designed to promote tourism, facility usage, cultural activities and growth. Pursuant to RCW 67.28.1817, Spokane's LTAC grant funding is derived from the City's share of lodging (hotel) sales taxes (bed/head nights). The grant money comes from the City's share of taxes on overnight stays within City limits. The LTAC Committee reviews grant applications and recommends to the City Council which applicants should receive funding. 2019's allocation amount was set at \$116,000.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$ 116,000

1590-25300-57300-54201

Select

\$

#

Select

\$

#

Select

\$

#

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

MCDANIEL, ADAM

Study Session**Division Director****Other**

PIES 1/28/19

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Council
Subject:	A special consideration to Council for the allocations of Lodging Tax Advisory Committee
Date:	1/28/2019
Contact (email & phone):	CM Breean Beggs, bbeggs@spokanecity.org , 625-6714
City Council Sponsor:	CM Beggs
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	Submitted to 1/28/19 Council Agenda
Outcome: (deliverables, delivery duties, milestones to meet)	
<p>Background/History: The LTAC is designed to promote tourism, facility usage, cultural activities and growth. Pursuant to RCW 67.28.1817, Spokane's LTAC grant funding is derived from the City's share of lodging (hotel) sales taxes (bed/head nights). The grant money comes from the City's share of taxes on overnight stays within City limits. The LTAC Committee reviews grant applications and recommends to the City Council which applicants should receive funding. 2019's allocation amount was set at \$116,000. Allocated funds will help the future planning of the City's events and attract more visitors and economic opportunity to the City of Spokane.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Provide details in bullet format 	
<p>Budget Impact:</p> <p>TOTAL COST:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: neutral budget impact of \$116,000</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

2019 Lodging Tax Allocation Recommendations

City of Spokane
Lodging Tax Advisory Committee

Committee Overview

- Designed to promote tourism, facility usage, cultural activities and growth
- Grant funding is derived from the City's share of lodging (hotel) sales taxes (bed/head nights)
- Committee reviews grant applications and recommends to the City Council with applicants should receive funding
- 2019 allocation amount \$116,000

Committee Membership

- Spokane City Council Member Breean Beggs
- Dan Zimmerer, Davenport Hotels
- Dean Feldmeier, Hilton DoubleTree Spokane
- Marshall Powell, Elkfest
- Jamie Rand, Visit Spokane

2019 Grant Applications and Allocation

Group/Event	Request	Final Allocation
EWU - Get Lit! Festival	\$15,000	\$8,400
Gathering at the Falls Powwow	\$10,000	\$4,200
Jason Crawford Memorial Youth Wrestling Tournament	\$11,048	\$11,048
Northwest Bach Festival	\$17,000	\$15,000
Pig Out in the Park	\$5,000	\$2,900
Spokane Culinary Arts Guild - Our Side Hospitality Summit	\$25,000	\$9,400
Spokane Lilac Festival	\$17,500	\$15,000
Spokane Sports Commmission	\$50,000	\$41,952
Spokane Symphony Holiday Bliss Concert Series	\$12,000	\$8,100
Visit Washington	\$100,000	\$0
TOTAL	\$262,548	\$116,000