

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, SEPTEMBER 30, 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

**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 CHANNEL FIVE 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. Value Blanket for the purchase of boiler tubes for use at the Waste to Energy Facility from November 1, 2019 through September 30, 2020—\$650,000 (incl. tax).
Chris Averyt | Approve | OPR 2019-0780
ITB 5132-19 |
| 2. Value blanket with Galls, Inc, for ordering firefighter uniforms and other necessary accessories using Washington State Master Contract #01417—\$150,000.
Rex Strickland | Approve | OPR 2019-0781 |
| 3. Accept funding from Department of Justice's Office of Violence Against Women (OVW) and approve associated Memorandum of Understanding related to OVW Program FY2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, & Stalking Program—\$750,000 Revenue.
Jennifer Hammond | Approve | OPR 2019-0782 |
| 4. Accept funding from the Washington Traffic Safety Commission (WTSC) for federal funding provided by United States Department of Transportation's National Highway Safety Administration Grant Project 2020-AG-3583-DUI Enforcement—\$140,024 Revenue.
Kevin King | Approve | OPR 2019-0783 |

5. Contract Extension with Journal Technologies, Inc. as sole source, for quarterly maintenance and support of Justware Legal Case Management System from July 1, 2019 through December 31, 2019 and authorizing staff to execute contract—\$60,473.28 (incl. tax).
Michael Sloon Approve OPR 2016-0267
6. 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
7. City Council Meeting Minutes: _____, 2019. Approve All CPR 2019-0013

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.

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

RECOMMENDATION

Re-appointment to the Spokane Public Facilities District Board.

Approve

CPR 1989-0145

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)

OPEN 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.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0076 Setting the assessment roll hearing for December 9, 2019, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) for December 9, 2019, and providing notice of the 2020 assessments to business and property owners.

Chris Green

- RES 2019-0077 Setting the assessment roll hearing for December 9, 2019, for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) for December 9, 2019, and providing notice of the 2020 assessments to business and property owners.
Chris Green
- RES 2019-0078 Declaring Rockwell Automation/Allen Bradley as a sole source provider of software, hardware and services for equipment at various City Utility Division sites and authorizing a Value Blanket Order for purchase from Columbia Electric Supply of Spokane, Washington, for Rockwell Automation/Allen-Bradley products to be used by multiple departments, for a five (5) year period without public bidding—annual estimated expenditure \$2,000,000 (incl. tax).
Raylene Gennett
- RES 2019-0079 Setting hearing before the City Council for October 21, 2019 for the vacation of Granite Street between Upriver Drive and Ross Court as requested by Riverview Retirement Community.
Eldon Brown
- RES 2019-0080 Providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Esmerelda Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.
Michelle Hughes
- ORD C35814 Relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.
Council Member Kinnear

FIRST READING ORDINANCES

- ORD C35816 Relating to the fire code advisory and appeals board; amending SMC sections 1.02.080, 17F.010.020, 17F.010.030, 17F.080.040, 17F.080.080, 17G.050.070 and 17G.060.210 and repealing chapter 4.08 of the Spokane Municipal Code.
Council Member Kinnear

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 30, 2019
(per Council Rule 2.1.2)

OPEN 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.E).

ADJOURNMENT

The September 30, 2019, Regular Legislative Session of the City Council is adjourned to October 7, 2019.

NOTES



Agenda Sheet for City Council Meeting of:
09/30/2019

Date Rec'd	9/16/2019
Clerk's File #	OPR 2019-0780
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	ITB 5132-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490-VALUE BLANKET FOR THE PURCHASE OF BOILER TUBES AT THE WTE		

Agenda Wording

Value Blanket for the purchase of boiler tubes for use at the WTE for the period beginning November 1, 2019 through September 30, 2020 for a total cost of \$650,000.00, including tax.

Summary (Background)

On July 23, 2019 the City issued ITB 5132-19 for an annual supply of boiler tubes, including the fabrication of u-bends, as needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost bidder of the two responses received. The value blanket with Helfrich Brothers will be for a one year period only, beginning on November 1, 2019 and ending on September 30, 2020. The anticipated annual cost is \$650,000.00, including tax.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? NO	
Expense	\$ 650,000.00		# 4490-44100-37148-53210-34002
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 9/23
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	mdorgan@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the purchase of boiler tubes for use at the WTE.
Date:	September 23, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	
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:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket for boiler tubes, without which the WTE would not be able to continue uninterrupted operations.
Background/History: <p>On July 23, 2019 the City issued ITB 5132-19 for an annual supply of boiler tubes, including the fabrication of u-bends, as needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost bidder of the two responses received.</p> <p>The value blanket with Helfrich Brothers will be for a one year period, beginning on November 1, 2019 and ending on September 30, 2020. The anticipated annual cost is \$650,000.00, including tax.</p>	
Executive Summary: <ul style="list-style-type: none"> Value blanket to be issued from ITB 5132-19 for boiler tubes at the WTE Facility. Helfrich Brothers Boiler Works was the lowest cost bidder. Term for only one year spanning from October 1, 2019 through September 30, 2020. Annual anticipated cost of \$650,000.00 including taxes. 	
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: 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:
09/30/2019

Date Rec'd	9/10/2019
Clerk's File #	OPR 2019-0781
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	1970 VALUE BLANKET WITH GALLS FOR UNIFORMS & ACCESSORIES

Submitting Dept

FIRE

Contact Name/Phone

REX STRICKLAND X7004

Contact E-Mail

RSTRICKLAND@SPOKANEFIRE.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1970 VALUE BLANKET WITH GALLS FOR UNIFORMS & ACCESSORIES

Agenda Wording

Value blanket for ordering firefighter uniforms and other necessary accessories

Summary (Background)

In the past, the Fire Department has had multiple value blanket contracts when it comes to ordering firefighter uniforms and other accessories. As of July 2019, Galls, Inc. was awarded a five year Washington State Master Contract # 01417 for uniforms which makes it possible to order most firefighter uniform items from one place, provides an online ordering portal, inventory support, and custom hemming & embroidery at one vendor. This will offer a more efficient and cost effective process to SFD.

Fiscal Impact

Grant related? NO
Public Works? NO

Budget Account

Expense	\$ 150,000	# 1970-35170-22200-53202-99999 (annually)
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN

Council Notifications

Study Session	
Other	09/09/2019 public safety committee

Finance	HUGHES, MICHELLE
Legal	DALTON, PAT
For the Mayor	ORMSBY, MICHAEL

Distribution List

Additional Approvals

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The expense is estimated at 150,000 annually

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

MASTER CONTRACT

No. 01417

UNIFORMS AND ACCESSORIES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

GALLS, LLC

Dated July 3, 2019

MASTER CONTRACT
No. 01417
UNIFORMS AND ACCESSORIES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Galls, LLC, a Delaware limited liability company ("Contractor") and is dated and effective as of July 3, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Procurement Solicitation No. 01417 dated May 29, 2019 regarding Uniforms and Accessories.
- C. Enterprise Services evaluated all responses to the Procurement Solicitation and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is sixty (60) (72) months, commencing July 3, 2019 and ending July 2, 2025.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. **ORCPP.** This master Contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP)

- 2.3. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in [Exhibit A – Price](#). Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods beyond this scope.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices or higher discounts as applicable to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the products at no greater than the prices or lower discounts as applicable set forth in [Exhibit A-Price](#).
- 3.4. ECONOMIC ADJUSTMENT – ALTERATIONS AND CUSTOMIZATIONS ONLY. Beginning thirty-six (36) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* for alterations and customizations only, shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. Prices shall be adjusted on October 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the night higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
- New Price = (Average 12 months of the most current index data – Average 12 months index data prior to Contract start date) / Average 12 months index prior to Contract start date
- BLS Index: PCU3152
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot

make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **AUTHORIZED DEALER.** Contractor represents and warrants that it is an authorized product reseller for the products and that it shall maintain its authorized product reseller status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized product reseller.
- 4.6. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.7. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone

are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 4.8. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods or suggesting that such goods are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order products from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser. At a minimum, Contractor shall accept telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number. Contractor shall provide the following Purchase Order notifications and acknowledgements to the Purchasers:
- (a) Acknowledgement within 24 hours that the order was received;
 - (b) Acknowledgement and tracking information within 24 hours of the order being shipped;
 - (c) Acknowledgement within 48 hours of a return/refund;
 - (d) Notification of out-of-stock and backorder items within 48 hours.
- 5.2. CUSTOMER SUPPORT. Contractor shall provide customer support via telephone at a minimum from 9:00 AM to 5:00 PM Pacific Standard Time Monday through Friday, except federal holidays.
- 5.3. PHYSICAL LOCATIONS FOR ALTERATIONS. Contractor shall maintain physical locations for fit testing and alterations as set forth in [Exhibit B – Requirements](#).
- 5.4. WEB BASED ORDERING SYSTEM. Contractor shall make available a web based ordering system at no cost to Purchasers. Contractor shall provide Purchasers with instructions, training, customer service, and maintenance and repairs as necessary and free of charge. The web based ordering system shall meet the minimum requirements as set forth in [Exhibit B – Requirements](#).
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall not require minimum orders for products nor impose surcharges based on order size.
 - (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Stock products ordered without alterations have to be delivered to Purchasers within ten (10) business days from the day of the order, unless otherwise mutually agreed to between Contractor and the Purchaser. Products ordered with alterations have to delivered within thirty (30) from the day of the order.
 - (c) SHIP TO BUSINESS ADDRESS. If shipping to the Purchaser (Agency/Organization) site (Business Address), Contractor shall ship all products purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.

- (d) **SHIP TO RESIDENTIAL ADDRESS.** If shipping to a residential address, Contractor may either charge a pass-through only shipping fee or Purchaser may provide a shipping account number to bill. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (e) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 5.6. **RECEIPT AND INSPECTION OF PRODUCTS.** Products purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of products that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected products. If there are any apparent defects in the products at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged products or, at Purchaser's option, Purchaser may note any damage to products on the receiving report, decline acceptance, and deduct the cost of rejected products from final payment. Payment for any products under such Purchase Order shall not be deemed acceptance of the products.
- 5.7. **RETURN POLICY.** Purchasers can return products in the original packaging up to sixty (60) days from the date the products were delivered. Contractor shall not charge any restocking fees and provide a full refund within thirty (30) days of the receipt of the return.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
 - (a) Master Contract No. 01417
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Monya "Mo" Tabor
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8033
Email: descprmoofficeoperations@des.wa.gov

Contractor

Attn: Tiffany Brewer
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
Tel: (859) 800-1406
Email: brewer-tiffany@galls.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative. The name of the representative and the phone number, email address, or any other method of communicating with the representative, shall be furnished to eligible Purchasers and Enterprise Services after award. A backup person who is sufficiently trained

to assume these duties shall be designated and be available in absence of the primary customer service representative.

- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Michael Wessner, CEO
Galls, LLC – Legal Department
1340 Russell Cave Road
Lexington, KY 40505
Email: brewer-tiffany@galls.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum:

Product description, manufacturer, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

- 8.4. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of small businesses (see RCW 39.26.010 (definition of 'small business')) and Washington State certified diverse businesses (i.e., woman-owned, minority-owned, and veteran-owned), such report shall detail which, if any, small and diverse businesses Contractor has utilized for purposes of this Master Contract and whether such subcontractor(s) meet the applicable Washington State criteria to be either a 'small business' or a 'diverse business', and report the amount paid to each such subcontractor. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable

satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. **GOVERNMENTAL TERMINATION.**

- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) **Termination for Public Convenience.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any

Purchaser from payment for goods already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and

costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Josh Klika
Its: Procurement Supervisor

GALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Michael Wessner
Its: Chief Executive Officer

PRICE

Galls, LLC is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in this exhibit.

Contract prices are based on Galls, LLC publically available list price and the discount 'percentage off' by manufacturer listed below. The entire manufacturer's catalog as available from Galls, LLC is available for purchase in this Contract.

Manufacturer	% off
5.11 Tactical	15%
Aker	15%
Bates	15%
Bianchi	15%
Blackhawk	10%
Blauer	5%
Boston Leather	15%
Bulwark/Bulwark FR (Shirts)	25%
Bulwark/Bulwark FR (Pants)	20%
Bulwark/Bulwark FR (Coveralls)	15%
Bulwark/Bulwark FR (All other items)	25%
Carhart	10%
Danner	25%
Dickies	10%
Edwards	30%
Fechheimer	25%
Flying Cross	25%
HAIX	10%
Hanes	10%

Manufacturer	% off
Lion	15%
New Era	10%
Olympic Uniform	15%
PM Belts	10%
Port & Company	10%
Port Authority	10%
Red Kap	20%
Richardson Cap	15%
Rothco	10%
Safariland	20%
Schoeller	10%
Spiewak	20%
Stratton	30%
Thorogood	10%
Vertx	30%
Walls	5%
Workrite	25%

In addition to the full manufacturer's catalog as discounted above, Galls, LLC also offers a 10% discount on all other manufacturer's items listed on either www.galls.com or wastatecontract.galls.com.

Galls, LLC is also contracted to provide the following garment alterations:

Alterations

Description	Price (ea)
Hemming	\$ 4.00
Re-Hemming	\$ 4.00
Shorten Sleeves - Shirt	\$ 8.00
Shorten Sleeves - Jacket/Coat/Coverall	\$ 8.00
Add tails to shirt	\$ 8.00
Taper Sides Shirts/Jackets/ Blazers	\$ 8.00
Sew in Military Creases	\$ 7.00
Waist adjustments	\$ 7.00
Seat Adjustment	\$ 7.00
Alter Rise	\$ 7.00
Repair broken zipper - jacket	\$ 10.00
Repair broken zipper - pants	\$ 10.00
Pant Striping 1" or narrower	\$ 15.00
Pant Striping > 1" wide	\$ 15.00
Coat Sleeve Stripe - 1 row	\$ 15.00
Coat Sleeve Stripe - each additional row	\$ 15.00
Add Microphone Tab to shirt, jacket, etc.	\$ 9.00
Add Badge Tab to shirt, jacket, etc.	\$ 9.00
Add/Change Shoulder Strap/Epilates	\$ 6.00
Add/Change Pocket Flaps	\$ 6.00
Attach customer provided patches, nametags, etc. on shirts & non-waterproof outerwear	\$ 2.50
Attach customer provided patches, nametags, etc. on waterproof outerwear	\$ 5.00

Galls, LLC is also contracted to provide the following garment customizations:

Heat Press Customizations

Set up charge per design – one time charge: NO CHARGE

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 12.73	\$ 8.50	\$ 7.05	\$ 6.50	\$ 6.10
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 20.65	\$ 12.64	\$ 9.87	\$ 8.78	\$ 8.01
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 28.57	\$ 12.64	\$ 12.64	\$ 11.05	\$ 9.90
Heat Press-- Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 36.50	\$ 20.81	\$ 15.43	\$ 13.33	\$ 11.80

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 44.43	\$ 24.90	\$ 18.21	\$ 15.58	\$ 13.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 5.60	\$ 5.60	\$ 5.60	\$ 5.60	\$ 4.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58	\$ 5.90
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 9.55	\$ 9.55	\$ 9.55	\$ 9.55	\$ 7.08
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 11.54	\$ 11.54	\$ 11.54	\$ 11.54	\$ 8.28
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 13.53	\$ 13.53	\$ 13.53	\$ 13.53	\$ 9.47
Heat Press – Cap (Approx 3" x 5"), Single Color	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37
Heat Press – Cap (Approx 3" x 5"), 2 Colors	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
Heat Press – Cap (Approx 3" x 5"), 3 Colors	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34
Heat Press – Cap (Approx 3" x 5"), 4 Colors	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34
Heat Press – Cap (Approx 3" x 5"), 5 Colors	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33

Silk Screen Customizations

Set up charge per design – one time charge: \$100.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen – Cap (Approx 3" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen – Cap (Approx 3" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen – Cap (Approx 3" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen – Cap (Approx 3" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen – Cap (Approx 3" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00

Embroidery Customization

Set up charge per design – one time charge: \$25.00

Price per each piece

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Embroidery (any material, any location) - price per item, per 1,000 stitches	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

QUALIFICATIONS

1. **FITTINGS AND ALTERATIONS.** During the term of this Master Contract, Galls, LLC will continuously meet these Fitting and Alteration Qualifications.
 - a. Galls, LLC has four (4) branch locations currently in operation that do fittings and alterations.
 - i. Galls Seattle
8610 Aurora Avenue North
Seattle, WA 98103
 - ii. Galls Des Moines
21621 Pacific highway South
Des Moines, WA 98198
 - iii. Galls Spokane
1306 North Howard
Spokane, WA 99201
 - iv. Galls Portland
9047 Southwest Barbur Boulevard
Portland, OR 97219
 - b. Galls is able to travel to purchaser's location for fit testing.
2. **ONLINE CATALOG.** During the term of this Master Contract, Galls, LLC will continuously meet these Online Catalog Qualifications.
 - a. Galls, LLC has existing eQuip website(s) with the ability for Purchasers to complete online orders.
 - b. Galls, LLC has an online product catalog with product specifications, manufacturer part numbers and the contracted price.
 - c. Galls, LLC eQuip website has the functionality to search, sort and filter the products.
 - d. Galls, LLC will create custom eQuip websites for Purchaser with their product offering, delivery requirements, and payment options.
3. **WEBSITE CONFIGURATION.** During the term of this Master Contract, Galls, LLC will continuously meet these Website Configuration Qualifications.
 - a. Galls, LLC eQuip website can be configured to provide individual employees their own accounts with unique logins for completing orders to the Purchaser's administrator account. The administrator account will also be able to complete orders.
 - b. Galls, LLC eQuip website can set limits on individual employee's accounts by dollars or unit allotment over a period of time as set by the Purchaser.
 - c. Galls, LLC eQuip website offers the ability to have up to three (3) levels of approval prior to the order being placed.
4. **Website Reports.** During the term of this Master Contract, Galls, LLC will continuously meet these Website Report Qualifications.
 - a. Galls, LLC eQuip website offers the ability for administrators to generate reports. This would include order history and an itemized sales report with product, pricing and ordering information. These reports can be run in real time and specify date ranges.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - c. **TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS & OMISSIONS).** Technology Professional Liability Insurance coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this Master Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - d. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities including Computer Fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$2,000,000 per claim/annual aggregate

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in general liability policy, required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management.

Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Except for Workers Compensation, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

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

09/30/2019

<u>Date Rec'd</u>	9/18/2019
<u>Clerk's File #</u>	OPR 2019-0782
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JENNIFER HAMMOND 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	JHAMMOND@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1620 - OVW DOMESTIC VIOLENCE FY2019		

Agenda Wording

To accept funding from Department of Justice's Office of Violence Against Women (OVW) in the amount of \$750,000.00 for Program OVW FY2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, & Stalking Program.

Summary (Background)

In February 2019 the Spokane Regional Domestic Violence Team (SRDVT) signed an MOU to apply for the OVW FY2019 grant. The City as lead agent will collaborate with its victim service partner - YWCA Spokane and Spokane County Sheriff's Office (SCSO) and use the award to expand coordinated multi disciplinary responses to domestic violence. YWCA will get \$370,000.00 of the award, SCSO will be awarded \$30,451.00 with the rest going toward an SPD FTE position. CFDA# 16.590. Term 10/01/2019-09/30/2022

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Expense	\$ 750,000.00	# 1620-91778-21250-VARIOUS
Revenue	\$ 750,000.00	# 1620-91778-21250-33116-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HAMMOND, JENNIFER	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	HAMMOND, JENNIFER	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	MURAMATSU, MARY	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jhammond	
<u>Additional Approvals</u>		sstopher@spokanecity.org	
<u>Purchasing</u>			
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY		



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 17, 2019

The Honorable David A. Condon
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Dear Mayor Condon:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice

Office on Violence Against Women

September 17, 2019

Washington, D.C. 20531

The Honorable David A. Condon
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Dear Mayor Condon:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Improving Criminal Justice Responses Program in the amount of \$750,000 for City of Spokane. The Improving Criminal Justice Responses Program encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Brenda Auterman at (202) 616-3851. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Laura L. Rogers", is positioned above the typed name.

Laura L. Rogers
Acting Director

Enclosures



U.S. Department of Justice
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2019-WE-AX-0023

PAGE 1 OF 1

This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)

1. STAFF CONTACT (Name & telephone number)

Brenda Auterman
(202) 616-3851

2. PROJECT DIRECTOR (Name, address & telephone number)

Jennifer Isaacson
Director, Police Business Services
808 W Spokane Falls Blvd
Spokane, WA 99201
(509) 625-4056

3a. TITLE OF THE PROGRAM

OVW FY 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

City of Spokane Coordinated Response to Domestic Violence, Sexual Assault, and Stalking

5. NAME & ADDRESS OF GRANTEE

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 750,000

10. DATE OF AWARD

09/17/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program is authorized by the Violence Against Women Act, as reauthorized, codified at 34 U.S.C. 10461-10465, and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence, and stalking.

The City of Spokane, in collaboration with its victim service partner YWCA Spokane, will use this award to expand coordinated, multi-disciplinary responses to domestic violence. Specifically, this project will: 1) expand coordinated, multi-disciplinary responses at the Spokane Family Justice Center; 2) continue use of the

Eastern Washington Lethality Assessment Program to assess lethality and link high-risk victims to immediate crisis intervention services; 3) coordinate information sharing in criminal and civil courts to help enforce orders to surrender weapons; 4) employ a full-time Spokane Police Department domestic violence officer; and 5) support a full-time legal advocate to provide assistance in obtaining civil orders for protection and educate victims about the criminal justice process.

The timing for performance of this award is 36 months.

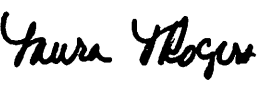
CA/NCF



U.S. Department of Justice
Office on Violence Against Women

Grant

PAGE 1 OF 13

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201-3301		4. AWARD NUMBER: 2019-WF-AX-0023	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
		6. AWARD DATE 09/17/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 916001302		8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 115528189		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE City of Spokane Coordinated Response to Domestic Violence, Sexual Assault, and Stalking		10. AMOUNT OF THIS AWARD \$ 750,000	
		11. TOTAL AWARD \$ 750,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. §§ 10461 - 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laura L. Rogers Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL David A. Condon Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A W4 29 00 00 750000		21. W419D00045	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office on Violence Against Women

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. OVW also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient 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"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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4. Requirements related to System for Award Management and unique entity identifiers

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

The recipient 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 the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.



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8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determinations of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") 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 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

11. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding 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.



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13. Potential imposition of additional requirements

The recipient 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.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.



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18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

19. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") 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 directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) 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/hotline>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, 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 award, 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 award, 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 award funds, will provide prompt written notification to the federal agency making this award, 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 under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) 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 subrecipient, contractor, or subcontractor entity that receives funds under this award 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 award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) 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.

The recipient 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.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

24. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

25. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

26. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards 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 OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.



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27. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

28. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

29. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

30. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

31. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

32. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.



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33. Maintaining contact information

The recipient acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the recipient must submit a Grant Adjustment Notice (GAN).

34. Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Future awards may be withheld if reports are delinquent.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Grants Management System (GMS), unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field in GMS.

35. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the Grants Management System (GMS) (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

36. Program income

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

37. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.



U.S. Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: OVW Award Recipient

From: Marnie Shields, Attorney Advisor

Subject: Categorical Exclusion for City of Spokane

The Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994, and reauthorized in the Violence Against Women Acts of 2000, 2005, and 2013. The program enhances victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of the program is the creation and enhancement of a coordinated community response that includes criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence and stalking.

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

1. New construction.
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.



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48. Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect the victim's ability to maintain safety (such as U visas).

49. Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

50. Conditional clearance with release of TA funds

The recipient's budget is pending review and approval. The recipient may obligate, expend, and draw down only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds, in which case the condition prohibiting any obligation, expenditure, or drawdown of funds will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the GAN when the budget is approved.



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43. Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a Grant Adjustment Notice (GAN) and attach a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

44. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

45. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

46. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

47. Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. § 10461(c).



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SPECIAL CONDITIONS

38. Changes to MOU and/or IMO A

The recipient agrees to submit for OVW review and approval, via Grant Adjustment Notice (GAN), any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

39. Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty (20) days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

40. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

41. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

42. Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

MEMORANDUM OF UNDERSTANDING

1a. Partners

This memorandum of understanding (MOU) is made and entered into by the following partners:

- City of Spokane (lead agency)
- City of Spokane Police Department
- City of Spokane Prosecutor's Office
- Spokane County Sheriff's Office
- Office of the Spokane County Prosecuting Attorney
- YWCA Spokane

The partners listed above compose the Spokane Regional Domestic Violence Team (SRDVT), the Eastern Washington Lethality Assessment Program (EWLAP), and the Spokane Family Justice Center (SFJC) as described in this MOU.

Recitals

WHEREAS, the YWCA Spokane (YWCA), Spokane County Sheriff's Office, Office of the Spokane County Prosecuting Attorney, City of Spokane Police Department, and City of Spokane Prosecutor's Office have each contributed to a coordinated community response to domestic violence, known as the Spokane Regional Domestic Violence Team (SRDVT), in Spokane County, Washington, since 1997;

WHEREAS, for over twenty years, SRDVT partners have each demonstrated their expertise in working with victims of intimate partner domestic violence and related crimes and have worked collaboratively on a coordinated community response that meaningfully involves local, tribal, educational, and military partnerships among victim advocates, civil legal representatives, law enforcement, prosecutors, and civil and criminal courts to improve the capacity of the community to hold offenders accountable for their crimes;

WHEREAS, SRDVT partners created the Spokane Family Justice Center (SFJC), accredited in October 2018, to provide comprehensive services to domestic violence victims, including crisis intervention, safety planning, community-based advocacy, legal advocacy, court assistance, and ongoing participation in regional and statewide task forces, trainings, partners' meetings, and collaborations to address intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking;

WHEREAS, the **City of Spokane Police Department** is a member of the SFJC and has supported the SRDVT since its inception and is the lead law enforcement agency in the City of Spokane;

WHEREAS, the **City of Spokane Prosecutor's Office** has been charged with protecting the public by investigating and prosecuting criminal conduct, and staff are trained to provide support for victims and assistance with dispositions of criminal complaints consistent with the goals of ensuring victim safety and holding offenders accountable for their criminal conduct;

WHEREAS, the **Spokane County Sheriff's Office** is a member of the SFJC and has supported the SRDVT since its inception and is the lead law enforcement agency responsible for the investigation and enforcement of crimes and offenses committed in Spokane County;

MEMORANDUM OF UNDERSTANDING

WHEREAS, the **Office of the Spokane County Prosecuting Attorney** protects the public by providing competent and ethical prosecution, superior victim services, and seeking justice in every case, and attorneys, support staff and victim-witness staff appreciate the significance of the threat posed by intimate partner violence and the need for providing enhanced efforts to ensure victim safety, offender accountability, and swift justice;

WHEREAS, the **YWCA** is the only state-recognized, nonprofit agency responsible for providing trauma-informed services (e.g., victim advocacy, legal services and support, counseling, shelter, housing, job readiness) to victims of intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking for victims from the City of Spokane and Spokane County;

WHEREAS, centralized and coordinated pro-arrest programs, including policies for protection order violations and enforcement of protection orders, have been implemented by both the **Spokane County Sheriff's Office** and **Spokane Police Department** in specialized domestic violence teams;

WHEREAS, core funding is necessary to plan, develop, and establish comprehensive victim service centers;¹

NOW, THEREFORE, in consideration of the foregoing premises, the partners desire to set forth the nature of the services that will be provided with funding secured via the OVW FY 2019 Improving Criminal Justice Responses (ICJR) to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program.

1b. Brief History of Partnership

SRDVT and SFJC

In the early 1990s, Spokane experienced a 350% increase in homicides that were directly related to domestic violence. In a single 12-month period, the Spokane Police Department and Spokane County Sheriff's Office responded to, on average, more than 900 domestic violence calls for service per month.² The size and scope of the project overwhelmed law enforcement, as well as the local prosecuting authorities and court systems.

Governmental and nonprofit victim service providers had no formal agreements or policies in place for the sharing of information and resources. Communication among jurisdictions and their respective agencies was minimal or nonexistent. As a result, domestic violence victims had to advocate for themselves and navigate the legal complexities of their own cases. These circumstances increased the probability of re-offense and the danger of escalating violence.

To improve this situation, in 1997 Spokane City and County law enforcement and criminal justice agencies and Spokane's nonprofit victim services providers applied for and received a

¹ Purpose Area 10

² Lincoln, Robert. Multi-agency Collaboration Against Domestic Violence: Learning from a 10-year Project." December 2008.

MEMORANDUM OF UNDERSTANDING

grant from the U.S. Department of Justice (DOJ). The partners created the region's first coordinated response to violence against women, the objectives of which included arrest, successful prosecution, and strict offender accountability, as well as victim safety and advocacy.

Since the late 1990s, SRDVT has continued its collaboration to improve victim safety and hold DV offenders accountable. Key events include:

- In 2006, SRDVT was denied DOJ continuation funding. To supplement this part of the team's \$2.5 million budget, Spokane City and County allocated additional funds from their own budgets.
- By 2008, most of the team was co-located in the Spokane County Court complex.
- In 2010, 4 of the 5 SRDVT partners moved to the 4th floor of the Spokane Regional Health District Building. (The City of Spokane Prosecutor's Office remained in the court complex.)
- With the Spokane County Sheriff's Office acting as lead, FY 2011 and 2013 OVW funding was secured for implementation of the EWLAP project (discussed below) and additional SRDVT training and coordination of services.
- With the approval of SRDVT partners, the YWCA built-out 2,900 square feet of unimproved space in its main offices in 2014, with the intent of creating a Spokane Family Justice Center.
- In February 2015, all SRDVT partners occupied their new home. Modeled on the Family Justice Center concept, this new configuration created a one-stop, victim-friendly location.
- Over the next 3 years, SRDVT created policies and procedures consistent with best practices for family justice centers and comprehensive victim services. In October 2018, the SFJC was accredited by the Alliance for Hope International.

As of the writing of this MOU, SFJC is comprised of the following team members: 7 City of Spokane Police Department employees; 4 City of Spokane Prosecutor's Office employees; 2 Spokane County Sheriff's Office detectives; 4 employees of the Office of the Spokane County Prosecuting Attorney; 2 Spokane County Clerk's Office employees; 1 City of Spokane Clerk's Office employee; 1 YWCA Legal Services Director, and 6 advocates (5 YWCA community-based advocates and 1 Spokane County Systems Advocate assigned to felony cases).

Through this MOU and the securing of an OVW FY 2019 ICJR Grant, SFJC partners agree to use our newly created Center to streamline case coordination, increase safety for victims, improve offender accountability, and enforce existing laws.

History of EWLAP

The Spokane County Sheriff's Office and the YWCA submitted an FY 2011 OVW Grants to Encourage Arrest Grant application to implement a lethality assessment program, patterned after the Maryland Model, in Spokane County. The application was selected for funding, and the two partner agencies set about creating EWLAP, the implementation of which increased protection for victims of intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking who were at risk of being seriously injured or killed by their partners.

In 2013, the two partners applied for DOJ continuation funding so that they could expand the

MEMORANDUM OF UNDERSTANDING

reach of EWLAP. Continued funding allowed the Spokane County Sheriff's Office and the YWCA to continue developing and presenting trainings. Trainings conducted in Spokane County have provided first responders with the tools needed to assess the victims' lethality potential and connect them immediately with local safety planning services. Survivors now have immediate access to comprehensive YWCA domestic violence wrap-around services to assist in safety planning.

Prior to the commencement of lethality assessment trainings in Spokane County, the following necessary tasks were completed:

- A round-the-clock crisis line was selected for screened-in victims to call (YWCA's 24-hour crisis line was selected)
- A full-service domestic violence service provider (YWCA) was selected
- The selected domestic violence service provider (YWCA) drafted guidelines for communication protocols to assist staff in implementing the lethality assessment program
- All participating first-responder agencies signed an agreement to encourage victims in high-danger to speak on the phone with the crisis line staff member from the scene of a domestic call for service or the screener's location
- Spokane County Sheriff's Office, YWCA, and participating law enforcement agencies/first responders signed agreements to execute the main objectives of the lethality assessment program and to encourage victims in high-risk to use appropriate domestic violence services

Since 2011, lethality assessment training has been provided to the following Spokane County agencies, organizations, and entities:

- City of Airway Heights Police Department
- City of Cheney Police Department
- City of Deer Park Police Department
- City of Liberty Lake Police Department
- City of Medical Lake Police Department
- City of Spokane Police Department
- City of Spokane Valley Police Department
- Eastern Washington University Police Department
- Fairchild Air Force Base Security Forces
- Spokane County Sheriff's Office commissioned personnel, including those whose assignments include the small towns and cities to which the Sheriff's Office provides law enforcement services via contract

In 2016, YWCA was awarded an OVW ICJR Grant, to collaborate with the Spokane County Sheriff's Office, Alternatives to Violence of the Palouse, City of Pullman Police Department, and Whitman County Sheriff's Office to expand EWLAP into Whitman County, Washington. Additionally, the City of Spokane Police Department fully adopted and implemented EWLAP.

History of Washington Legislation on Domestic Violence and Weapon Possession

The Washington State legislature has passed several laws to prohibit domestic violence perpetrators from legally possessing weapons. Key legislation includes:

MEMORANDUM OF UNDERSTANDING

- ESHB 1840: In 2014, the Washington State legislature unanimously passed this bill to add Orders to Surrender Weapons (OTSW) to Protection Orders.
- I-1491: In 2016, voters passed this initiative, which allows for Extreme Risk Protection Orders and creates a process for law enforcement officers, family members, and other to ask a judge to keep firearms out of the hands of individuals who pose a danger to themselves or others.
- SB 5381 and HB 1448: Also called “Sheena’s Law” to honor Sheena Henderson who was shot and killed in 2014 by her estranged husband at a local Spokane hospital, HB 1448 enables law enforcement to report mental health crises and SB 5381 creates a protocol for the return of firearms in the possession of law enforcement agencies
- HB 1501: Passed in 2017, this law requires law enforcement to notify victims if their perpetrator tries to purchase a weapon.

Though not an exhaustive list, the laws listed above show that Washington State has the legislative landscape necessary to increase victim safety and improve offender accountability. A key challenge remains for the state to create funding streams necessary to enforce existing laws. Positions funded through this OVW ICJR grant will be the first step toward creating the necessary staffing infrastructure in Spokane County.

2. Roles, Responsibilities, and Commitments

Grant partners will provide staff and in-kind contributions in support of this OVW ICJR application.

City of Spokane

- The City of Spokane Grants, Contracts, and Purchasing and SPD Police Business Services offices will provide general administration of grant activities and overall subrecipient monitoring to ensure compliance with guidelines contained in 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.
- City staff will ensure all grant-related expenditures are compliant with the guidance found in the DOJ Financial Guide.
- When appropriate and necessary, City staff will work to correct noncompliance and provide technical assistance to grant partners.
- The City of Spokane will assume responsibility for all grant-related financial and semi-annual and final closeout reporting requirements.

City of Spokane Police Department

Historically, the Spokane Police Department’s Domestic Violence Unit has been staffed with 7.00 FTE dedicated personnel. With funds secured through this proposal, it is the Department’s intent to continue this staffing level via the following positions:

- 1.00 FTE Commissioned Domestic Violence Unit Sergeant (0.00 FTE to be paid for with OVW ICJR funds)
 - Supervise police officers and other subordinate employees
 - Participate in police patrol and regulatory activities
 - Perform generalized duties in the street, at the scene of serious crime, and at police headquarters

MEMORANDUM OF UNDERSTANDING

- Participate in work performed by subordinate officers
- Assume complete charge in the absence of a superior officer
- Work closely with the new SFJC Communications Coordinator to increase victim safety

It is the intent of the City of Spokane Police Department to provide:

- 6.00 FTE Commissioned Domestic Violence Unit Detectives/Officers (1.00 FTE to be paid for with OVW ICJR funds)
 - Investigate cases involving intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking
 - Work with police officers and prosecuting attorney's office to see that incidents of domestic violence are properly followed up on and, if possible, prosecuted
 - Provide prosecutors with information relevant to domestic violence cases
 - Outreach to offenders and victims, respondents and petitioners, of domestic violence protection orders
 - Review of referrals from mental health programs who have shown the propensity to commit violence because of the breakdown in a domestic relationship or other mental health reasons
 - Proactive direct contact with suspects in jail or in the field post-arrest, as well as direct contact with victims at their home post-arrest to check on the victim's safety and offer additional services
 - Listen to recorded jail phone calls and, when appropriate, charge suspects with order violations and witness tampering
 - Conduct victim home checks (which frequently locate suspects in violation of order at location)
 - Follow-up on informational and misdemeanor reports and requests from detectives, advocates, and probation to check on unreported order violations
 - Follow-up on misdemeanor crimes in which the defendant is still at large, to include locating and booking
 - Work closely with the new SFJC Communications Coordinator to increase victim safety
 - Maintenance of committed domestic violence unit activities which lead to increased arrests and law enforcement
- Ongoing implementation of EWLAP
- Ongoing maintenance of strong working relationship with SFJC partners
- Personnel assigned to process/manage crime scene evidence/reconstruction and provide testimony regarding crime scene evidence/reconstruction in court
- Victim contact information for (shared with) YWCA Legal Advocates
- Office space, telephones and service, computers with internet access, information technology services, security, and copier and fax machine
- Vehicles and maintenance of vehicles for personnel assigned to programs related to SFJC
- Cell phones for officers to use in the field
- One SFJC Leadership Team (SFJC Team) member

City of Spokane Prosecutor's Office

- 3.00 FTE Prosecutors (0.00 FTE to be paid for with OVW ICJR funds)
 - Review case files after arraignment

MEMORANDUM OF UNDERSTANDING

- Prosecute criminal cases
- Coordinate efforts with other SFJC partners
- Work closely with the new SFJC Communications Coordinator to increase victim safety
- 1.0 FTE Legal Secretary (0.00 FTE to be paid for with OVW ICJR funds)
 - Review all incoming domestic violence case files, pre- and post- arraignment, gather information about the defendant's post-arrest behavior, and highlight case information for the prosecutor staffing arraignments
- Office space, telephones and internet access, information technology support services, security, copier and fax machine
- One SFJC Team member

Spokane County Sheriff's Office

- 0.15 FTE Commissioned Lieutenant (only overtime associated with EWLAP to be paid for with OVW ICJR funds)
 - Responsible for all subordinates in the Spokane County Sheriff's Office Investigative Division that includes Sex Crimes and Major Crimes, under which the four statutory crimes are categorized, as well as the Forensic Unit
- 0.20 FTE Commissioned Sergeant (only overtime associated with EWLAP to be paid for with OVW ICJR funds)
 - Supervise all personnel, including 2 detectives co-located at SFJC, working on cases involving intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking ("statutory crimes")
- 2.00 FTE Commissioned Detectives (only overtime associated with EWLAP to be paid for with OVW ICJR funds)
 - Proactive and reactive law enforcement, including investigation of cases involving intimate partner domestic violence and related crimes of sexual assault, dating violence, stalking, order violations, and witness tampering
 - Work with law enforcement, victim advocates, and prosecuting attorney's offices to see that domestic violence incidents are properly followed up on and, if possible, prosecuted
 - Work closely with the new SFJC Communications Coordinator to increase victim safety
 - Provide prosecutors with information relevant to the domestic violence cases
 - Provide ongoing in-service training, as needed
- Commissioned Deputies (only overtime associated with EWLAP to be paid for with OVW ICJR funds)
 - Provide service of Civil Orders of Protection
- Ongoing implementation of EWLAP
- Ongoing maintenance of strong working relationship with SFJC partners
- Forensic Unit office space and related infrastructure, equipment, and supplies
- Training facilities for EWLAP training sessions (as needed)
- Personnel assigned to process/manage crime scene evidence/reconstruction and provide testimony regarding crime scene evidence/reconstruction in court
- Spokane County Sheriff's Office facility space, related infrastructure, equipment, and supplies for personnel assigned to cases involving domestic violence and related crimes

MEMORANDUM OF UNDERSTANDING

- Vehicles and maintenance of vehicles for personnel assigned to programs related to SFJC
- Designate Spokane County Sheriff's Office personnel to attend technical assistance and capacity-building activities sponsored by OVW-designated technical assistance providers (\$5,000 of travel/training costs to be paid for with OVW ICJR funds)
- One SFJC Team member

Office of the Spokane County Prosecuting Attorney

- 3.00 FTE Prosecutors (0.00 FTE to be paid for with OVW ICJR funds)
 - Review case files after arraignment
 - Prosecute criminal cases
 - Coordinate efforts with other SFJC partners
 - Work closely with the new SFJC Communications Coordinator to increase victim safety
- 1.0 FTE Legal Secretary (0.00 FTE to be paid for with OVW ICJR funds)
 - Review all incoming domestic violence case files, pre- and post- arraignment, gather information about the defendant's post-arrest behavior, and highlight case information for the prosecutor staffing arraignments
- Office space, telephones and internet access, information technology support services, security, copier and fax machine
- One SFJC Team member

YWCA

- 1.00 FTE YWCA Legal Services Director (0.20 FTE to be paid with OVW ICJR funds)
 - Assure that all YWCA legal services are victim-centered
 - Maintain collaborative and cooperative relationships with all SFJC partners
 - Coordinate and facilitate regular SFJC Leadership Team meetings
 - Develop appropriate systems for record keeping and accurate reporting
 - Coordinate YWCA legal staff to effectively implement project goals
 - Provide administrative supervision to all YWCA legal services staff
 - In cooperation with all SFJC partners, create, review, and evaluate all procedures, protocols, and training curricula
 - Attend regular SFJC Team meetings
- 1.00 FTE SFJC Communications Coordinator (1.00 FTE to be paid with OVW ICJR funds)
 - Develop internal process for collecting and submitting firearm purchase data to prosecutors prior to First Appearances
 - Implement data collection and submission process to give prosecutors evidence to make informed recommendations about weapons during First Appearances, with priority given to cases that screen in to EWLAP
 - Develop internal process for communicating OTSW resulting from DV CPOs to LE and integrating EWLAP data to prioritize cases with a high probability of lethality
 - Conduct weekly review of OTSW from criminal and civil cases, assign follow-up, and monitor progress
 - Place weekly calls to offenders to schedule collection of weapons
- 5.00 FTE Legal Advocate (0.75 FTE to be paid with OVW ICJR funds)
 - Answer crisis calls and provide crisis intervention advocacy and referral for victims

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- Conduct SFJC intakes as part of the new coordinated intake process
- Perform follow-up calls with EWLAP-referred victims
- Assist victims in obtaining civil orders for protection
- Educate victims as to the criminal justice system and the role of the legal advocate
- Review domestic violence police reports and establish contact with victims to assess status/safety and act as a liaison between victims in domestic violence criminal cases and the SFJC prosecutors and courts
- Attend court hearings (as needed)
- Maintain service records (data entry) and statistical data
- Serve as a link between the YWCA and the judicial/legal communities
- Training facilities for EWLAP training sessions (as needed)
- Office space, telephones and service, computers with internet access, information technology services, security, and copier and fax machine
- Client access to all YWCA wrap-around services, which includes 24-hour crisis line, emergency shelter, counseling (advocacy-based and clinical), safety planning, legal services, support groups, mental health services (adult and child), financial and housing advocacy, transitional and permanent housing, child advocacy, job search, vocational education, and basic living necessities
- Expertise of YWCA leadership, including the Board of Directors, CEO, CFO, Lead Accountant, Staff Accountant, and Legal Services Director
- Reception and intake services for the SFJC
- A secure internet connection that allows YWCA advocates access to law enforcement agencies, courts, and other city and county offices and departments (provided via ongoing service arrangement with the Spokane County Information Systems Department and paid for with OVW ICJR funds)
- One SFJC Team member

3. Review and Agreement of Budget

Each partner that is a signatory to this MOU has reviewed the proposed budget and is aware of the total amount requested and the funding requested by each project partner. Within the proposed budget, not every partner is allocated to receive funding because some partners are state or local governmental agencies and the partnership duties described in the narrative proposal will be conducted within the course of the agency's regular scope of work.

4. Meaningful Partnership

This MOU affirms the mutual support and shared responsibility that each agency/organization will provide to achieve the following four objectives over the course of the 3-year funding period:

Objective #1: SFJC will continue to develop and expand services to reach 11,700 victims

Objective #2: Law enforcement will screen 3,000 DV victims for EWLAP and connects them to comprehensive victim services and criminal or civil justice systems

Objective #3: 2,400 victims who screen in to EWLAP will receive assistance to navigate criminal justice systems and project partners will enforce laws to increase victim safety

MEMORANDUM OF UNDERSTANDING

Objective #4: 600 victims who screen in to EWLAP will receive assistance to navigate civil justice systems and project partners will enforce laws to increase safety

All signing partners intend to pursue these objectives and related activities through intentional collaboration that leverages our existing capacities and expertise across the DV response continuum.

5. Partner Participation in Developing the Application

The collaborative relationship between the project partners has existed on a formal and informal basis for many years. For this funding opportunity, the executive agents and/or program directors/managers of these agencies have been meeting on a regular basis to discuss service issues and barriers, the possibilities regarding shared resources, and how the agencies will collaborate to implement the FY 2019 OVW ICJR Grant Program.

In developing this application, all partners discussed and reviewed the OVW solicitation and conversed about strengths and potential challenges of a joint application. All partners agreed that pursuing this funding was in their individual and collective best interests. The City of Spokane played a lead role in coordinating the development of the proposal. Partners provided detailed information about their specific areas of expertise and were responsible for providing feedback regarding the proposed project, as well as the budget and budget narrative.

6. Individuals Responsible for Project Development and Implementation

The City of Spokane (lead applicant and existing partner) will implement this project in collaboration with the following partners:

- Craig Meidl, Spokane Police Department Chief
- Lt. Dan Ervin, Spokane Police Department Civil Enforcement Unit/DV Unit
- Sgt. Jordan Ferguson, Spokane Police Department DV Unit
- Chan Erdman, Spokane Police Department DV Unit Officer
- Justin Bingham, City Prosecuting Attorney
- Lynden Smithson, Chief City Assistant Prosecutor
- Ozzie D. Knezovich, Spokane County Sheriff
- Lt. Khrist Thompson, Spokane County Sheriff's Office Major Crimes Supervisor
- Mike Ricketts, Spokane County Sheriff's Office Detective
- Andrea Duggan, Spokane County Deputy Prosecuting Attorney
- Regina Malveaux, YWCA CEO
- Ashley Ceresa, YWCA Legal Services Director
- TBD, YWCA SFJC Communications Coordinator
- Kami Schiller, YWCA Legal Advocate

Spokane Police Department DV Unit Sergeant Jordan Ferguson and YWCA Legal Services Director Ashley Ceresa will be responsible for overall project coordination and will report directly to the SPD Chief of Police, YWCA CEO, respectively, and the SFJC Leadership Team.

The undersigned representatives of the partner agencies agree to engage in short-term and long-

MEMORANDUM OF UNDERSTANDING

term planning to assure the continuing development and sustainability of the proposed project, which aligns with Purpose Area 10: to plan, develop and establish comprehensive victim service and support centers. Further, this project aligns with the following OVW statutory priority areas:

1. To demonstrate a commitment to strong enforcement of laws, and prosecution of cases, involving DV, dating violence, sexual assault, or stalking, including the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions.
2. To reduce violent crime against women and promote victim safety.

To the extent permitted by law, all partners agree to share information regarding EWLAP and SFJC victims with one another, with the ultimate goal of keeping victims safe by providing efficient and coordinated assistance.

Except as required by law, no representative of any agency or organization will be asked to divulge information provided by the victim without the victim's consent.

All agencies agree to respect, in the appropriate circumstances, the choices and opinions of the victim.

7. Commitment of Partners

Project partners agree to:

- Provide strategic design to ensure that this project can be effectively implemented within current staff structures and operational environments
- Provide technical input to ensure that services are holistic and of high quality
- Liaise between partner agencies/organizations and individual staff members
- Act as a resource for each other and for other criminal justice entities, including other law enforcement agencies; prosecutors; advocates; parole and probation officers; criminal and civil courts for family, mental health, and other issues
- Work cooperatively on local, regional, statewide, and other initiatives aimed at reducing intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking in Spokane County
- Provide all required documentation, both programmatic and financial, for all grant purposes
- Coordinate on EWLAP and SFJC trainings
- Ensure that assigned project staff members are performing according to the project and program guidelines and protocols
- Ensure that partner concerns are effectively addressed
- Participate in regular SFJC Team and Policy Committee meetings
- Oversee data collection and ensure timely semi-annual reporting (the City of Spokane will be responsible for compiling and submitting semi-annual reports to OVW)
- Ensure that individuals with disabilities, deaf individuals, and persons with limited English proficiency have meaningful and full access to SFJC and EWLAP via local funding of activities that include, but are not limited to, Language Line Translation Services

8. Resources

Project partners agree to contribute in-kind personnel and other resources outlined in Section 2

MEMORANDUM OF UNDERSTANDING

“Roles, Responsibilities, and Commitments.”

9. Partners Able to Receive Funds

By signing this MOU, the Spokane County Sheriff’s Office and YWCA Spokane affirm that they are able and have the capacity to receive subaward/subrecipient funding from the City of Spokane (lead applicant).

Further, by signing below each partner indicates approval of the proposed project and budget.

David Condon, Mayor of Spokane

Date

Craig Meidl, Spokane Police Department Chief

Date

Justin Bingham, City Prosecuting Attorney

Date

Ozzie D. Knezovich, Spokane County Sheriff

Date

Andrea Duggan, Spokane County Dep. Prosecuting Attorney

Date

Regina Malveaux, YWCA Spokane CEO

Date


MEMORANDUM OF UNDERSTANDING

"Roles, Responsibilities, and Commitments."

9. Partners Able to Receive Funds

By signing this MOU, the Spokane County Sheriff's Office and YWCA Spokane affirm that they are able and have the capacity to receive subaward/subrecipient funding from the City of Spokane (lead applicant).

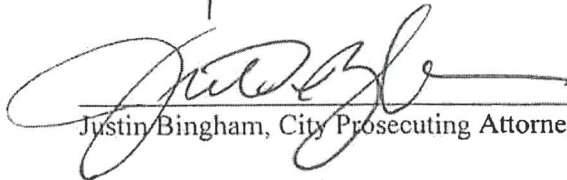
Further, by signing below each partner indicates approval of the proposed project and budget.


David Condon, Mayor of Spokane


2/22/19
Date


Craig Meidl, Spokane Police Department Chief

2/20/19
Date


Justin Bingham, City Prosecuting Attorney


2/21/19
Date


Ozzie D. Knezovich, Spokane County Sheriff

2/20/2019
Date


Andrea Duggan, Spokane County Dep. Prosecuting Attorney

02 22 2019
Date


Regina Malveaux, YWCA Spokane CEO

2/20/2019
Date

Briefing Paper

(Finance & Administration Committee)

Division & Department:	Spokane Police Department
Subject:	Approval to apply for DOJ's Office on Violence Against Women Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program
Date:	February 18, 2019
Contact (email & phone):	Jennifer Isaacson, 625-4056
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	PSCHC; Finance & Admin
Type of Agenda item:	<input 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)	Budget Revenue
Strategic Initiative:	Safe & Healthy
Deadline:	February 26, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	The total grant application is \$750,000 and the funding period is October 1, 2019 – September 30, 2022. The City's total funding share for the 3 year period is \$349,549. SPD will use these funds to continue to fund an additional patrol officer that is dedicated to the Domestic Violence Team.
<p><u>Background/History:</u></p> <p>SPD is currently a sub-recipient of this grant program through the YWCA of Spokane. Due to changes in funding priorities of the Department of Justice, the chances of YWCA receiving funding as the lead agency in this grant program are greatly diminished. The City of Spokane/SPD will be the lead agency on this grant application in collaboration with the YWCA of Spokane, the Spokane County Sheriff's office, and the other members of the Spokane Family Justice Center.</p> <p>A Memorandum of Understanding (MOU) must be completed, signed, and submitted to the OVW with the application indicating who will serve as the applicant/fiscal agent for the grant.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> City of Spokane/SPD to apply as lead agency for the OVW-ICJRDV 2019 Grant Program Total grant request is \$750,000; the City's share is \$349,549 Grant is for 3 years – October 1, 2019 – September 30, 2022 SPD will use the grant funds to continue the work of the current grant and fund a dedicated officer for the Domestic Violence Team. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: Revenue generating; no match</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: None</p>	



Agenda Sheet for City Council Meeting of:
09/30/2019

Date Rec'd	9/12/2019
Clerk's File #	OPR 2019-0783
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	KEVIN KING 835-4514
Contact E-Mail	KKING@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620 - SPD DUI ENFORCEMENT FY2020

Agenda Wording

To accept funding from WTSC (Washington Traffic Safety Commission) for federal funding provided by US-DOT (United States Department of Transportation's National Highway Safety Administration -Grant Project 2020-AG-3583-DUI Enforcement. - \$140,024.00.

Summary (Background)

The Police Department has been awarded funding for DUI Enforcement for 3 consecutive years now. Funding will be used to support a full time position dedicated to DUI enforcement in the department's continued effort to reduce instances of DUI serious injury and fatality collisions in the Spokane city. SPD will provide a position as a match to allow for seven day per week coverage of dedicated DUI patrols. Part of the funding will be dedicated for educating the public via PSAs. Exp. 09/30/2020.

<u>Fiscal Impact</u>		Grant related? Public Works?	YES NO	<u>Budget Account</u>	
Expense	\$	140,024.00		#	1620-91133-21700-5****-68151
Revenue	\$	140,024.00		#	1620-91133-21700-33320-68151
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		LUNDGREN, JUSTIN		<u>Study Session</u>	
				PSCH Meeting 07/01/2019	
<u>Division Director</u>		MEIDL, CRAIG		<u>Other</u>	
<u>Finance</u>		SCHMITT, KEVIN		<u>Distribution List</u>	
<u>Legal</u>		MURAMATSU, MARY		spdfinance	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>					
<u>GRANTS & CONTRACT MGMT</u>		BROWN, SKYLER			



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600/20.608, for traffic safety grant project 2020-AG-3583-DUI Enforcement.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

3.1 SCOPE OF WORK

Project Summary:

During the 5 year period 2007-2011, Spokane Police averaged 580 DUI related arrests per year. In the last 5 years, 2012-2016, the average has dropped to 368 DUI related arrests per year, a 36.5% reduction. During the same time frames, DUI related arrests in Spokane County have remained relatively constant with only a drop of 4.5% in the last 5 years. The data seems to indicate that the Spokane Police Department, due to low staffing levels and a higher volume of call loads, has not had the resources to devote to proactive self-initiated enforcement resulting in less traffic stops and ultimately a reduction in DUI arrests. Spokane Police Department will be addressing impaired driving by dedicating two law enforcement officers to conduct around the clock DUI enforcement. This will support the candidate DUI Court at the City of Spokane, assist in the training and proficiency of officers conducting DUI arrests, address Target Zero and ultimately make the streets safer for drivers, bicyclists,

and pedestrians.

Project Goals:

The goal of this grant is to help support WTSC's overall Target Zero goals. The grant will fund approximately 2,040 hours of an officer's time to find and remove impaired drivers from the roads within the jurisdiction of the Spokane Police Department. The officer chosen for this must be proficient in DUI enforcement and should understand and work to advance the larger goals of the Washington Traffic Safety Commission.

Coordinate with DUI Courts that treat repeat DUI offenders by addressing their long term issues such as addiction and or mental health problems so they do not re-offend

Implement campaigns that expose the positive community norms within our communities so that more Washingtonians embrace sober driving and intervene if they observe the risk of impaired driving

Enforcement to remove impaired drivers from the road and leads to successful prosecution to prevent these drivers from re-offending

Through full time, dedicated enforcement of DUI laws in pursuing Target Zero goals and objectives, we aim to reduce fatal and serious injury collisions by 10% by 09/30/2020

Project Objectives/Deliverable/Measures

Objective: 1. Conduct sustained impaired driving traffic enforcement in Spokane with a goal of 150 DUI related arrests during the performance period.

Deliverable 1a: Assign an officer to conduct sustained impaired driving enforcement who is a trained and current Drug Recognition Expert (DRE).

Deliverable 2a: Establish a contact per hour goal that will maximize the impact of the officer's time on driver behaviors. WTSC proposes that the default response of the officer when encountering high risk driving behaviors will be a citation or arrest.

Deliverable 3a: Establish a monthly and quarterly DUI goal by extrapolating the hourly contact goal, with consideration for limiting factors such as leave and holidays.

Deliverable 4a: Identify and Conduct patrols in areas with a high concentration of DUI related collisions.

Deliverable 5a: Support surrounding jurisdictions who request DRE assistance.

Objective 1: Measures

Number of DUI arrests by officer per month

Number of DRE evaluations or consultations by officer per month

Number of blood search warrants written by officer

Number of DUI arrests in high DUI collision locations in the Spokane area.

Objective: 2. Conduct a Public Awareness and education campaign that influences driver behavior and community norms surrounding impaired driving. Collaborate with the Spokane media to maximize your reach and effectiveness.

Deliverable 2a: Create a media PSA and other education materials in collaboration with the WTSC that will deter impaired driving and grow bystander intervention. Materials must be designed for the target populations.

Deliverable 2b: Create and disseminate news releases detailing the program to local media and providing periodic updates on the progress of the program.

Deliverable 2c: Invite media to ride along with program officers.

Deliverable 2d: Purchase media strategically to distribute messages through channels that will reach the target audiences.

Deliverable 2e: Conduct outreach with diverse community groups and education institutions by making presentations when requested.

Objective 2: Measures

Number of PSAs purchased and aired

Number of earned media opportunities reported by local media

Number of presentations and education opportunities conducted by officers

Objective: 3: Train new recruits on DUI arrests and processes so that they will be proficient in recognizing impaired driving and a greater understanding of the DUI arrest process.

Deliverable 3a: Provide mentoring to New officers/recruits through all means necessary including ride alongs to increase their proficiency in the DUI arrest process so that they can reliably make one DUI arrest per shift when patrolling on their own.

Deliverable 3b: Provide instruction to new recruits on the blood search warrant and reporting process during ride alongs such that they are proficient at the process and are capable of carrying it out when they are patrolling on their own.

Objective 3: Measures

Number of ride alongs conducted with new recruits

Number of DUI arrests made by new recruits after training

Number of blood search warrants written by new recruits after training

Number of mentored recruits that are making a DUI arrest every shift following their training.

Objective: 4. Support City of Spokane DUI Court

Deliverable 4a: Attend one training that supports and furthers the goals of City of Spokane DUI Court

Deliverable 4b: Attend team meetings as determined necessary by the DUI Court Team

Deliverable 4c: Conduct home visits as determined necessary by the DUI Court team

Objective 4: Measures

Number of Officers who attended training

Number of site visits performed

Objective 5: Increase DUI Training to SPD Patrol Officers.

Deliverable 5a: Continue using and training officers on the established standardized Process on Electronic DUI Package.

Deliverable 5b: Conduct Roll Call Training for all patrol teams at least yearly

Objective 5: Measures

Number of roll call trainings done

Number of officers trained at roll call

Number of DUI arrests made by patrol after training

Budget Summary:

Employees' Activity: \$125,024.25

The officer's activity paid for by grant funds will be dedicated to full time enforcement of DUI laws in pursuing Target Zero goals and objectives. The grant will fund approximately 2,040 hours of an officer's time to find and remove impaired drivers from the roads within the jurisdiction of the Spokane Police Department. The officer chosen for this must be proficient in DUI enforcement and should understand and work to advance the larger goals of the Washington Traffic Safety Commission.

The Spokane Police Department agrees to provide a second officer paid for by the Spokane Police Department. The second officer will also be dedicated to full time DUI enforcement. The use of a "matching officer" allows for a 7 day per week sustained enforcement effort covering nighttime hours, weekends, significant holidays and local events that have the potential to increase the number of impaired drivers on the roadways. This comprehensive coverage will allow the Spokane Police Department to reduce fatal and serious injury collisions by 10% by the projects end date of 09-30-2020.

Contract Services: \$15,000

Grant funds will be used to develop a public information campaign along with 2-3 PSA's based on Target Zero goals and objectives that address the dangers of impaired driving, specially alcohol impaired driving or ride home alternatives. Additionally, grant funds will be used to purchase air time for the PSA's as well as additional messaging materials that further the objectives and mission of the grant such as coasters, posters, etc. Local procurement processes will be observed.

Note: this grant is funded out of FAST ACT 405d and 164 Transfer Funds. This project is split 50/50 with \$70,012 allocated out of each fund.

Total grant award \$140,024.00

3.2. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description and	Completed Date
Create media PSA and other education materials in collaboration with the WTSC aimed to deter impaired driving and grow bystander intervention. Materials should be designed for target populations. (OBJ2)	09/30/2020
Assign an officer to conduct sustained impaired driving enforcement who is a trained and current Drug Recognition Expert (DRE). (OBJ1)	09/30/2020
Establish a contact per hour goal (OBJ1)	09/30/2020
Establish a monthly and quarterly DUI goal (OBJ1)	09/30/2020
Create and disseminate news releases detailing the program to local media and providing periodic updates on the progress of the program. Invite media to ride along with program officers. (OBJ2)	09/30/2020
Identify and conduct patrols in areas with a high concentration of DUI related collisions (OBJ1)	09/30/2020
Support surrounding jurisdictions who request DRE assistance (OBJ1)	09/30/2020
Conduct outreach with diverse community groups and education institutions by making presentations when requested (OBJ2)	09/30/2020

The DUI enforcement officer will provide mentoring to New officers/recruits through all means necessary including ride along to increase their proficiency in the DUI arrest process so that they can reliably make one DUI arrest per shift when patrolling on their own.(OBJ3)	09/30/20 20
The DUI enforcement officer will provide instruction to new recruits on the blood search warrant and reporting process during ride alongs such that they are proficient at the process and are capable of carrying it out when they are patrolling on their own. (OBJ3)	09/30/20 20
Attend team meetings as determined necessary by the DUI Court Team (OBJ4)	09/30/20 20
Conduct home visits as determined necessary by the DUI Court team (OBJ4)	09/30/20 20
Purchase media strategically to distribute messages through channels that will reach the target audiences.	09/30/20 20

3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$140,024.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.4. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$125,024.00
Travel	\$0.00
Contract Services	\$15,000.00

Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$0.00
Indirect Costs	\$0.00
TOTAL	\$140,024.00

Employees' Salaries and Benefits: \$125,024.25

Grant funds will be used to reimburse the Spokane Police Department the cost of a full time officer's activity. The officer's activity paid for by grant funds will be dedicated to full time enforcement of DUI laws in pursuing Target Zero goals and objectives. The grant will fund approximately 2,040 hours of an officer's time to find and remove impaired drivers from the roads within the jurisdiction of the Spokane Police Department. The officer chosen for this must be proficient in DUI enforcement and should understand and work to advance the larger goals of the Washington Traffic Safety Commission.

The Spokane Police Department agrees to provide a second officer paid for by the Spokane Police Department. The second officer will also be dedicated to full time DUI enforcement. The use of a "matching officer" allows for a 7 day per week sustained enforcement effort covering nighttime hours, weekends, significant holidays and local events that have the potential to increase the number of impaired drivers on the roadways. This comprehensive coverage will allow the Spokane Police Department to reduce fatal and serious injury collisions by 10% by the projects end date of 09-30-2020.

Contract Services: \$15,000

Grant funds will be used to develop a public information campaign along with 2-3 PSA's based on Target Zero goals and objectives that address the dangers of impaired driving, specially alcohol impaired driving or ride home alternatives. Additionally, grant funds will be used to purchase air time for the PSA's as well as additional messaging materials that further the objectives and mission of the grant such as coasters, posters, etc. Local procurement processes will be observed.

Note: this grant is funded out of FAST ACT 405d and 164 Transfer Funds. This project is split 50/50 with \$70,012 allocated out of each fund.

Total grant award \$140,024.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly progress reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. Upon approval by WTSC, the final report may be submitted in lieu of the fourth quarter report, if the report thoroughly covers the entirety of all grant activities conducted during the course of the fourth quarter and the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, must be received by WTSC no later than August 10, 2020. All invoices for goods received or services performed between July 1, 2020, and September 30, 2020, must be received by WTSC no later than November 15, 2020. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee

to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. 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.

15.2. 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:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or

subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. 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.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, 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 years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. 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 them 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.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations

enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. 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.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may

terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. 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.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification,

and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the 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.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "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, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. 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 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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.

33.8. 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 dealings.

33.9. Except for transactions authorized under paragraph 33.5. 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 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
John Griffin jgriffin@spokanepolice.org 509-835-4587	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

Briefing Paper

PSCH Committee Meeting 7/1/19

Division & Department:	Spokane Police Department
Subject:	DUI AG-1942 WTSC Enforcement Grant
Date:	6/13/2019
Contact (email & phone):	Sgt. John Griffin 835-4587
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
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:	9/30/19
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u></p> <p>FY2020 WTSC grant. The performance period runs from 10/1/19 to 9/30/20.</p> <p><u>Funding</u></p> <p>50% of approved budget will come from the grant. The grant requires a 50% match which will be paid out of the general fund through reassignment of an existing FTE.</p>
<u>Background/History:</u>	
<p>The Spokane Police Department applied for and received a grant with WTSC-DUI AG-1942 in FY2018 and FY2019 & would like to continue in FY2020 in a continued effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full-time officer's salary, benefits and anticipated job related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols.</p>	
<u>Executive Summary:</u>	
<p>Washington Traffic Safety Commission grant focused on DUI enforcement pursuing Target Zero goals and objectives.</p> <p>The goal of the grant is to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. These DUI officers will provide 7 day per week coverage of dedicated DUI patrols. The increased presence and enforcement will reduce the number of DUI serious injury and fatality collisions in the City of Spokane.</p>	
<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? ☒ Yes ☐ No ☐ 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? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

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

09/30/2019

Date Rec'd	9/5/2019
Clerk's File #	OPR 2016-0267
Renews #	
Cross Ref #	RES 2018-0022
Project #	
Bid #	
Requisition #	CR 20981

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 JOURNAL TECHNOLOGIES - JUSTWARE

Agenda Wording

Contract with Journal Technologies, Inc. as sole source for quarterly maintenance and support of Justware Case Management System and authorizing staff to execute contract July 1, 2019 - December 31, 2019. Contract amount is \$60,473.28 including tax.

Summary (Background)

This contract combines quarterly maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$ 60,473.28		#	5300-73300-18850-54820
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res 9/16/19	
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>		
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>		
<u>Legal</u>	PICCOLO, MIKE	Accounting - ywang@spokanecity.org		
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org		
<u>Additional Approvals</u>		Legal - modle@spokanecity.org		
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org		
		IT - itadmin@spokanecity.org		
		Tax & Licenses		
		Curtis Curtis - ccurtis@journaltech.com		

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Journal Technologies, Inc. Second & Third Quarter Support and Upgrades
Date:	September 16, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources 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)	ITSD – Quarterly (2 nd & 3 rd) Support and Upgrades of Justware Case Management Software and annual subscription of Business Intelligence. Utilizing Budget Account #5300-73300-18850-54820
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing quarterly maintenance and support
Background/History: This contract combines the quarterly maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.	
Executive Summary: <ul style="list-style-type: none"> Requesting \$60,473.28 including tax for the renewal of this contract. 2018 annual amount was \$117,327.76 Term is July 1, 2019 – December 31, 2019 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
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:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:
www.boltonco.com 0008309	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company NAIC # 19682 INSURER B: Trumbull Insurance Company 27120 INSURER C: Hartford Casualty Insurance Company 29424 INSURER D: Hartford Underwriters Insurance Company 30104 INSURER E: INSURER F:
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	

COVERAGES

CERTIFICATE NUMBER: 46397867

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCIBLE \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72UUNZD0574	1/1/2019	1/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded \$1000			72UUNZD0574	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72RHUZD0339	1/1/2019	1/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WEGH2790	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Software Errors & Omissions & Cyber Liability CLAIMS MADE FORM			72 TE 0323455-19	1/1/2019	1/1/2020	Limit \$5,000,000 per Glitch / Aggregate Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

of Insurance.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane, MIS Department
Attn: Joan Hamilton, Operations Manager
808 W. Spokane Falls Blvd., 7th Floor
Spokane WA 99201-3344

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debra Rosas

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ACORD 25 (2016/03)

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3534-1

JOURNAL TECHNOLOGIES, INC.
915 E 1ST ST
LOS ANGELES CA 90012-4050

DETACH BEFORE POSTING



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

JOURNAL TECHNOLOGIES, INC.
843 S 100 W
LOGAN, UT 84321-5913

TAX REGISTRATION - ACTIVE

Unified Business ID #: 602789541

Business ID #: 001

Location: 0001

Expires: Dec 31, 2019

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11052911BUS - ACTIVE

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602789541 001 0001

JOURNAL TECHNOLOGIES, INC.
843 S 100 W
LOGAN, UT 84321-5913

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS
#T11052911BUS - ACTIVE

Expires: Dec 31, 2019

gaL0002

DETACH THIS SECTION FOR YOUR WALLET

Director, Department of Revenue



City of Spokane

CONTRACT EXTENSION

**Title: JOURNAL TECHNOLOGIES, INC. FOR THE
QUARTERLY MAINTENANCE OF JUSTWARE
LEGAL CASE MANAGEMENT SOFTWARE**

This Contract Extension is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Journal Technologies, Inc.**, whose address is 843 South 100 West, Logan, Utah, 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Parties entered into an agreement wherein the "Company" provides the City of Spokane with Justware Legal Case Management software and tech support for Spokane Municipal Court, City Prosecutor's and Probation Services; and,

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended 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 March 30, 2016, any previous amendments, renewals and / or extensions 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 DATES.

This Contract Extension shall become effective July 1, 2019 and shall end December 31, 2019.

3. COMPENSATION.

The City shall pay a maximum cost not to exceed **SIXTY THOUSAND, FOUR HUNDRED SEVENTY THREE AND 28/100 DOLLARS (\$60,473.28)**, including applicable taxes, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior

written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By: _____
Signature Date

By: _____
Signature Date

Type or Print Name

Type or Print Name / Title

602-789-541 T11052911BUS

WA. UBI No. Endorsement

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.
843 South 100 West
Logan, UT 84321 USA
accounting@journaltech.com
Phone: 435-713-2100

Number: 0000004528

Date: 8/31/2019

Salesperson:

Customer: 3212

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA	SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description	Qty Shipped	Price	Amount
Support 69 JustWare, 2 API, Pro.Prob.Pubd.	1.00	12,783.81	12,783.81
Pros, Prob, Pubd. 8.9%	1.00	1,137.76	1,137.76
Support 46 JustWare, API, Web, Crt.	1.00	14,120.86	14,120.86
Taxes and Other Fees 8.9%	1.00	1,256.76	1,256.76
BI Annual Subscription 25 Hours Pros., Prob., Pubd., Crt.	1.00	860.84	860.84
Taxes and Other Fees Pros., Prob., Pubd., Crt.	1.00	76.61	76.61

LAST ITEM

Quarterly Sup Renewal 07/01/2019-09/30/2019

Subtotal	30,236.64
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	30,236.64

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.
843 South 100 West
Logan, UT 84321 USA
accounting@journaltech.com
Phone: 435-713-2100

Number: 0000004529

Date: 9/4/2019

Salesperson:

Customer: 3212

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA	SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description	Qty Shipped	Price	Amount
Support 69 JustWare, 2 API, Pro.Prob.Pubd.	1.00	12,783.81	12,783.81
Taxes and Other Fees 8.9% Pros., Prob., Pubd.	1.00	1,137.76	1,137.76
Support 46 JustWare, API, Web, Crt.	1.00	14,120.86	14,120.86
Taxes and Other Fees 8.9% CRT	1.00	1,256.76	1,256.76
BI Annual Subscription 25 Hours Pros., Prob., Pubd., Crt.	1.00	860.84	860.84
Taxes and Other Fees Pros., Prob., Pubd., Crt.	1.00	76.61	76.61

LAST ITEM

Quarterly Sup Renewal 10/01/2019-12/31/2019

Subtotal	30,236.64
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	30,236.64



Agenda Sheet for City Council Meeting of:
09/30/2019

Date Rec'd	9/18/2019
Clerk's File #	CPR 1989-0145
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	BRANDY COTE 6256774
Contact E-Mail	BCOTE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO THE SPOKANE PUBLIC FACILITIES DISTRICT BOARD

Agenda Wording

Re-appointment of Nate Greene to serve an additional 4 year term on the Spokane Public Facilities District Board, effective 9/11/19 - 9/11/23.

Summary (Background)

Re-appointment of Nate Greene to serve an additional 4 year term on the Spokane Public Facilities District Board, effective 9/11/19 - 9/11/23.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	scurran@spokanepfd.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

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

09/30/2019

Date Rec'd

9/17/2019

Clerk's File #

RES 2019-0076

Renews #Submitting Dept

PLANNING

Contact Name/Phone

CHRIS GREEN 625-6194

Contact E-Mail

CGREEN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650-RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DT

Cross Ref #Project #Bid #Requisition #Agenda Wording

Resolution setting the assessment roll hearing for the Downtown Spokane business improvement district (BID)

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 9, 2019 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CRYE, COLBY

Study SessionDivision Director

CORTRIGHT, CARLY

Other

Will be followed by

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

cgreen@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

mrichard@downtownspokane.net

ghankhal@downtownspokane.net

jhensley@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

tsanders@spokanecity.org

ccortright@spokanecity.org

RESOLUTION NO. 2019-0076

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2020 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 4.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

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

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

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 4.31 SMC, will be on file in the Office of the City Clerk on November 8, 2019, and are open for public inspection.
2. The City Council has fixed December 9, 2019 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 4.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

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

set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31 SMC.

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

ADOPTED by the City Council this _____ day of September, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/30/2019

Date Rec'd

9/17/2019

Clerk's File #

RES 2019-0077

Renews #Submitting Dept

PLANNING

Contact Name/Phone

CHRIS GREEN 625-6194

Contact E-Mail

CGREEN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650-RESOLUTION SETTING ASSESSMENT ROLL HEARING FOR THE EAST

Cross Ref #Project #Bid #Requisition #Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Business Improvement District (BID) and providing notice of the 2020 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 10, 2018 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CRYE, COLBY

Study SessionDivision Director

CORTRIGHT, CARLY

Other

Will be followed by

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

cgreen@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

tsanders@spokanecity.org

Purchasing

ccortright@spokanecity.org

mpiccolo@spokanecity.org

sbishop@spokanecity.org

jhensley@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List

ghankhal@downtownspokane.net

mrichard@downtownspokane.net

RESOLUTION NO. 2019-0077

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2020 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

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

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

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C35377, as codified and amended in Chapter 4.31C SMC, will be on file in the Office of the City Clerk on November 8, 2019, and are open for public inspection.
2. The City Council has fixed December 9, 2019 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 4.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof,

and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C35377, as codified and amended in Chapter 4.31C SMC.

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

ADOPTED by the City Council this ____ day of September, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/30/2019

<u>Date Rec'd</u>	9/16/2019
<u>Clerk's File #</u>	RES 2019-0078
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE RESOLUTION
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	RAYLENE GENNETT X7909
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	MULTI DEPARTMENT SOLE SOURCE RESOLUTION - ROCKWELL AUTOMATION/ALLEN-BRADLEY

Agenda Wording

Approve a five (5) year Sole Source Resolution and Value Blanket Order with Columbia Electric Supply for Rockwell Automation/Allen-Bradley products to be used by multiple departments - annual estimated expenditure \$2,000,000.00 including tax

Summary (Background)

Columbia Electric Supply is the sole authorized distributor for Rockwell Automation/Allen-Bradley software, hardware and support. These products are used largely in service to the City's SCADA system and multiple individual departmental sole sources have been processed in the last few years. Centralizing this sole source will facilitate easier monitoring for compliance and negotiating purposes and will cut down on duplicated staff efforts.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 2,000,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 9/16/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	tprince
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works; 4100 Water & Hydroelectric Services, 4310 Wastewater Maintenance, 4320 Riverside Park Water Reclamation Facility, 4500 Waste to Energy Facility		
Subject:	Sole Source Resolution for Rockwell Automation/Allen-Bradley Products		
Date:	9 September 2019		
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org , x7909		
City Council Sponsor:			
Executive Sponsor:	Scott Simmons, Director – Public Works		
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)			
Strategic Initiative:	Innovative Infrastructure, Sustainable Resources		
Deadline:	The Wastewater Maintenance department needs to make purchases of these products before the end of 2019.		
Outcome: (deliverables, delivery duties, milestones to meet)	This action supports efficient and competitive procurement of Rockwell Automation/Allen-Bradley hardware, software, and support services by leveraging our citywide spend for these products and eliminating duplicate efforts between departments.		
Background/History: <i>A five year sole source for Rockwell Automation/Allen-Bradley hardware, software, and support services with Columbia Electric Supply as the sole authorized distributor is requested to support the procurement of these products for various public works departments. These products are used largely in service to the City's SCADA system and multiple individual departmental sole sources have been processed in the last few years. Centralizing this sole source will facilitate easier monitoring for compliance and negotiating purposes and cut down on duplicated staff efforts.</i>			
Executive Summary: <ul style="list-style-type: none"> Five year sole source recommended with Columbia Electric Supply (Spokane Valley, WA) at an amount not to exceed \$2,000,000 annually including tax Annual estimate covers all purchases on an as-needed basis across all departments 			
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: N/A Other budget impacts: N/A			
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: None Known challenges/barriers: None			



August 26, 2019

City of Spokane
Spokane WA

Re: Authorized Distributor Documentation

To Whom It May Concern:

Please use this letter as documentation that Columbia Electric Supply in Spokane WA is the sole Authorized Distributor of Rockwell Automation Control Systems and Services for the purchases made by the City of Spokane and its contractors.

CES-Spokane will quote, sell and support our products and services to the City of Spokane per the RA terms and conditions and in accordance with our authorized distributor policy and their Automation Appointment agreement.

If I can help in any way, please give me a call.

Regards,
Rockwell Automation

Kevin Jones
Senior Sales Engineer
Rockwell Automation
(509) 994-2994

LISTEN. THINK. SOLVE.SM

Rockwell
Automation

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Rockwell Automation/Allen Bradley as a sole source provider of software, hardware and services for equipment at various City Utility Division sites and authorizing its purchase from Columbia Electric Supply of Spokane, Washington, for a five (5) year period without public bidding at an approximate annual cost of \$2,000,000.

WHEREAS, Rockwell Automation/Allen Bradley products are proprietary and already in use at the Water & Hydroelectric Department, Wastewater Maintenance Department, Riverside Park Water Reclamation Facility and Waste to Energy Facility; and

WHEREAS, Because these products are proprietary, use of another manufacturer's product could result in use of questionable data or require replacement of all existing inventory and extensive staff training at tremendous cost to the City; and

WHEREAS, Over the last five years, the Departments have investigated other manufacturers' electrical, PLC and variable speed drive systems and Rockwell Automation/Allen Bradley is the sole provider of the patented systems that are compatible with existing equipment, inventory and process communication systems; and

WHEREAS, The Departments can minimize spare equipment inventory and reduce inventory costs by utilizing one manufacturer and local distributor inventory; and

WHEREAS, Any problems with the equipment and the software have historically been resolved with exceptional assistance of the vendor's local customer support group and the local distributor's excellent training opportunities in their training center; and

WHEREAS, Each department has been sole-sourcing these products at the department level, but by centralizing this sole source acquisition, the full amount of citywide procurement will be better understood, which should facilitate Purchasing being in a better negotiating position; and

WHEREAS, The Departments anticipate the purchase of miscellaneous hardware/software and support to be approximately \$2,000,000 annually, which exceeds the 2019 public bid limit of \$50,000 for goods;

-- Now, Therefore,

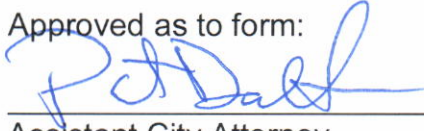
BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Rockwell Automation/Allen Bradley hardware/software and support to be a sole-source purchase through Columbia Electric Supply of Spokane, Washington; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Rockwell Automation/Allen Bradley products/services at up to \$2,000,000 annually without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane, WA 99201

SOLE SOURCE JUSTIFICATION FORM

Description of Product/Service: Rockwell Automation/Allen-Bradley Hardware, Software, and Support Services

Estimated amount of this purchase: \$2,000,000 annually, including tax

Contract Period: Five (5) Years

Department: 4100 Water & Hydroelectric Services, 4310 Wastewater Maintenance, 4320 Riverside Park Water Reclamation Facility, 4500 Waste to Energy Facility

Contact Person: Thea Prince

Phone: 509.625.6403

Please provide the following information in order to document justification of a sole source purchase.

- 1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.**

Rockwell Automation/Allen-Bradley products are proprietary and already in use at these departments in conjunction with the City's Supervisory Control and Data Acquisition (SCADA) system. As these products are patented and proprietary, use of another manufacturer's product would at best result in questionable data and at worst would require replacement of all existing inventory and extensive staff retraining.

- 2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)**

Columbia Electric Supply (CES) is the only authorized distributor for our region per the attached letter from the manufacturer.

- 3. Will this purchase obligate us to a particular supplier for future purchases (either in terms of maintenance that only this supplier will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?**

In so long as the manufacturer maintains a sole authorized distributor for their product, yes. As the standardization of this product has been conducted with assistance from City legal and resolved in the past (see RES 2016-0058 and 2017-0093), this sole source is consistent with procurement planning and supports efficient use of Council and department personnel time.

- 4. Explain why the price for this product or service is considered to be fair and reasonable.**

Each of these departments has previously been sole sourcing these products at the department level. By centralizing this sole source, Purchasing should have increased visibility to the full volume of citywide procurement, which should facilitate a better negotiating position for department purchases.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Purchases will be negotiated on an as-needed basis. Discounts will be obtained wherever possible.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

In light of the aforementioned product replacements required if a new product were to be implemented, failure to approve this sole source could cost the City tens of millions of dollars, even beyond the planned purchases facilitating the estimate for this agreement. Furthermore, forcing each department to pursue individual sole sources as needed would waste countless labor hours for City staff.

Requested Supplier: Columbia Electric Supply (CES)

Supplier's Address: 5818 E. Broadway Avenue, Spokane Valley, WA 99212

Supplier Contact: Brent Steinhart

Phone: 509.325.4500

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



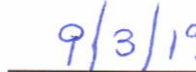
Signature of Requestor
(must be an authorized Department Buyer)



Date



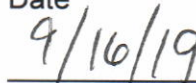
Signature of Department Head or Designee



Date



Approval by Purchasing (when applicable)



Date

Approval by Grants Management
(Required for grant funded purchases)

Date



Agenda Sheet for City Council Meeting of:
09/30/2019

<u>Date Rec'd</u>	9/18/2019
<u>Clerk's File #</u>	RES 2019-0079
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4700- RESOLUTION FOR THE VACATION OF GRANITE ST

Agenda Wording

Resolution setting hearing before the City Council for October 21, 2019 for the vacation of Granite St. between Upriver Dr. and Ross Ct, as requested by Riverview Retirement Community.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		BECKER, KRIS		<u>Study Session</u>	
<u>Division Director</u>		CORTRIGHT, CARLY		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		RICHMAN, JAMES		ebrown@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		edjohnson@spokanecity.org	
<u>Additional Approvals</u>			kbecker@spokanecity.org		
<u>Purchasing</u>				ccortright@spokanecity.org	
				dnorman@spokanecity.org	

RESOLUTION 2019-0079

WHEREAS, on May 21, 2019, the Spokane City Council received a petition for the vacation of Granite Street between Upriver Drive and Ross Court, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Granite Street between Upriver Drive and Ross Court, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Granite Street between Upriver Drive and Ross Court, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **October 21, 2019**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2012.

City Clerk

Approved as to form:

Assistant City Attorney

P1903260VACA



**Right-of-way Description:
Granite Street from Upriver to the
north RW line of vacated Ross Court**

Legend

 Vacation

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.





June 3, 2019

Eldon Brown, P.E.
City of Spokane
Development Services Center
City Hall, Third Floor
808 West Spokane Falls Boulevard
Spokane, WA 99201-3343

Re: Street Vacation Request

Dear Mr. Brown:

This letter accompanies the Application to vacate a portion of Granite Street between East Upriver Drive and the north right-of-way line of vacated Ross Court. As we have discussed, the primary reason to vacate this street is to allow Riverview to develop vacant property with a future multistory building to seniors with assisted living and independent living service into the existing campus and further the care and resources for our residents. Enclosed is a Resolution from the Riverview Board of Directors requesting the street vacation. The Application shows that Riverview owns all property adjacent to Granite Street. At this point, Granite operates as a limited access street given its connection to East North Crescent Avenue.

We are aware that Avista (our neighbor) is proposing to vacate a portion of East Upriver Drive from Indiana to Mission Avenue. This would result in westbound drivers on Upriver Drive turning north on Indiana Avenue to continue their travel into Spokane. As a practical matter, if Granite Street remains in its present configuration, our retirement community is likely to experience additional vehicle traffic from persons who attempt to proceed north toward their destination.

Reasons for the Street Vacation

As you know, in 2016 through a street vacation process Riverview acquired Ross Court, a small street segment internal to the Riverview campus. This vacation also allowed for consolidation of Riverview property, since it owned the properties on both sides of Ross Court. For a considerable period of time, Riverview has planned to locate its future building for assisted and independent living residents on the vacated Ross Court, and on the requested vacated portion of Granite Street, to join the remaining Riverview property that is adjacent to East Upriver Drive. For Riverview internal circulation and building placement, a product of its master planning process, is vital to resident safety and "on-campus" services.

We have discussed with Avista the vacation of a segment of East Upriver Drive to further their existing campus development. Their expansion will abut the west edge of the Riverview property and result in a new right turn (with associated improvements) at East Upriver Drive and Indiana. Given that both of these streets are minor arterials, the improvements will accommodate traffic proceeding faster than typically experienced on residential streets. We also understand that this vacation will prevent traffic from entering the intersection of East Upriver Drive and Mission, and thus make the primary ingress and egress from the northwest, Indiana Avenue. With proper planning and coordination of property interests, we believe both the vacation of Granite Street and a part of East Upriver Drive will benefit this area.

Public Benefits

The public will benefit from this vacation by creating an internally consistent circulation system for the Riverview residents, care-providers and visitors that supports the existing and to-be constructed buildings and improvements. The elimination of the part of Granite Street where it connects with East Upriver Drive will reduce unnecessary traffic and turning movements for persons whose destination is not Riverview. The remaining portion of North Granite Street will contain City utilities, provide for fire and emergency services, assist vendors, residents and visitors who are moving about and between the campus buildings. Finally, North Granite will become a safer street and be returned to the City, County and State tax rolls.

Conclusion

Riverview, through its master planning process and acquisition of property, is prepared to finance and construct a future \$40 million building. This will offer state-of-the-art housing and care solutions for seniors from our region who are looking for independent and assisted living services in a location that is close to the rich cultural, recreational, medical and educational opportunities that Spokane has to offer. Since 1958 Riverview has supported, provided care and made investments for its residents at its present location. Given the redevelopment of this area and the proposed changes to the street system by Avista, Riverview respectfully requests that Granite Street, as set forth in the attached application, be vacated.

Thank you for your consideration.

Very truly yours,

WITHERSPOON • KELLEY


Stanley M. Schwartz

Eldon Brown, P.E.
June 3, 2019
Page 3

SMS/kh

cc: Charles Tirrell
Mike Drew
Rod Staton
Robin Bekkedahl
Greg Hesler



Agenda Sheet for City Council Meeting of:
09/30/2019

Date Rec'd	9/18/2019
Clerk's File #	RES 2019-0080
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	MICHELLE HUGHES 6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	LTGO BOND FOR IMPROVEMENTS OF ESMERALDA GOLF COURSE

Agenda Wording

This Bond represents a SIP loan to provide the funds necessary to install irrigation system improvements on the Esmeralda Golf Course.

Summary (Background)

This is the second year of a three year program to upgrade the sprinkler system in the City golf courses to reduce water consumption and improve the courses. The work with funding from this SIP loan will be spent on the Esmeralda Golf Course.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	2,500,000.00		#	5901-79214-99999-39820-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		HUGHES, MICHELLE		<u>Study Session</u>	8/19/19
<u>Division Director</u>		STOPHER, SALLY		<u>Other</u>	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE		gcooley@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		mhughes@spokanecity.org	
<u>Additional Approvals</u>				mbuening@spokanecity.org	
<u>Purchasing</u>				mqureshi@spokanecity.org	

CITY OF SPOKANE, WASHINGTON

ESMERELDA GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019

RESOLUTION NO. 2019-0080

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Esmerelda Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED _____, 2019

PREPARED BY:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON
ESMERELDA GOLF COURSE IMPROVMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019
RESOLUTION NO. 2019-0080

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

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2019-0080

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Esmerelda Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City's golf courses are in need of certain capital improvements and repairs; and

WHEREAS, in order to fund such necessary capital improvements and repairs, the City's Parks and Recreation department implemented a new facility improvement fee at its four golf courses on June 1, 2018 (the "Facility Improvement Fee"); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue its general obligation bonds for the purpose of financing the necessary capital improvements to the City's golf courses, as more particularly set forth in this resolution; and

WHEREAS, the City has authorized all of the improvements comprising the Project, as defined and further identified in Section 2 of this resolution; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy.

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

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

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

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

Bond means the City of Spokane "Esmerelda Golf Course Improvements Limited Tax General Obligation Bond, Series 2019" issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,500,000.

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

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

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

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

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

Draw or ***Draws*** means incremental draws on the Bond as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, as provided in Section 4 of this resolution.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Project.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bond made by the City.

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

Outstanding Principal Balance of the Bond means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bond to that day, less the aggregate of all principal payments on the Bond made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Project mean the plan for certain capital improvements to the City's golf courses as specified and adopted in Section 2 of this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the first Draw is made as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%).

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

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

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

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

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

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

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

Section 2. Plan of Capital Improvements. Pursuant to Resolution No. 2018-0074, adopted on August 27, 2018, the City specified, adopted and approved a plan for capital improvements to the City's golf courses, including but not limited to:

- (a) A new irrigation system and new HVAC at Indian Canyon Golf Course (Indian Canyon Phase);
- (b) A new irrigation and new HVAC system at Esmerelda Golf Course (Esmerelda Phase);
- (c) A new irrigation system at Downriver Golf Course (Downriver Phase); and
- (d) A new irrigation system at the Creek at Qualchan Golf Course (Qualchan Phase) (collectively, the "Project").

The Project will be undertaken in up to four phases, with each phase being financed through separate five-year limited tax general obligation bonds of the City to be purchased by the SIP, in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

It is hereby provided that the Project shall be subject to such changes and additions as may be authorized by the Council during the annual budget process. Presently, the estimated total cost of the Project does not exceed \$7,500,000. The costs of the Esmerelda Phase of the Project are estimated at \$2,500,000.

Section 3. Authorization and Description of Bond. To finance the costs of the Esmerelda Phase, the City shall issue a Limited Tax General Obligation ("LTGO") bond of the City to the SIP in the aggregate principal amount of not to exceed \$2,500,000 (the "Bond") to establish an interfund loan facility with the SIP of not to exceed \$2,500,000; provided that the principal amount due and owing thereunder shall be measured by the total Drawings made for the Esmerelda Phase, as evidenced by the Loan Draw Record attached to the Bond. The Bond

shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Principal and interest shall be amortized over a period fifteen years from the date of the initial Draw and the payment schedule may include a balloon payment due on the Maturity Date.

Section 4. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond and establish an interfund loan for the benefit of City's Parks and Recreation department for the Esmerelda Phase of the Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

At no time shall the Outstanding Principal Balance exceed \$2,500,000 and only the Outstanding Principal Balance shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Option to Terminate Draw Period.* At its sole discretion, the SIP may terminate the Draw Period on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2020, if it intends to terminate the Draw Period on the succeeding

August 1 (the “Early Termination Date”). The Outstanding Principal Balance as of the Early Termination Date may be paid in full on the Early Termination Date or may be converted to a Term Loan in accordance with the provisions of this resolution, at the option of the City.

Section 5. Application of Bond Proceeds; Draws. The proceeds of draws on the Bond shall be expended solely to pay the costs of the portion of the Project allocable to the Esmerelda Phase and to pay the costs of issuing the Bond, as authorized herein. Following the execution and delivery of the Bond, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the portion of the Project allocable to the Esmerelda Phase. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bond for a period of five years after the effective date of this resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “Project Fund”). The proceeds of draws on the Bond shall be paid into the Project Fund to provide for the payment of costs of the portion of the Project allocable to the Esmerelda Phase and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of any Draw shall be expended solely to pay the costs of the portion of the Project allocable to the Esmerelda Phase or pay costs of issuance of the Bond.

The Bond is not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bond may never exceed \$2,500,000, and principal amounts repaid may

not be reborrowed. The available principal of the Bond shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “Draw”), as provided in this resolution. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as the City and the SIP may agree.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit the proceeds of the Facility Improvement Fee and other available City funds into in the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

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

Section 8. Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon. In case

any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this resolution.

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

Section 10. Form of Bond. The Bond shall be in substantially the following form:

NO. R-__	UNITED STATES OF AMERICA	\$2,500,000 (or as much thereof as is shown on the attached Loan Draw Record)
	STATE OF WASHINGTON CITY OF SPOKANE ESMERELDA GOLF COURSE IMPROVEMENTS LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019	
INTEREST RATE:	Variable, as described herein	

MATURITY DATE: _____, 2025

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the [principal amount of] this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Resolution No. 2019-0080, adopted by the City Council on September ___, 2019 (the "Bond Resolution"), to pay the costs of certain capital improvements to the Esmerelda Golf Course, as more particularly described in the Bond Resolution. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the draw and shall be calculated on the basis of a year of 365/366 days and actual days elapsed.

The cumulative total of all draws on the interfund loan secured by the Bond may not exceed \$2,500,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America, shall mature on the Maturity Date and shall be amortized over a fifteen year period from the date of the initial Draw. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

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

To pay installments of principal of and interest on this bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds in the City's Asset

Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

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

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

IN WITNESS WHEREOF, the City of Spokane, Spokane County, Washington, has caused this Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual signature City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____

Mayor

ATTEST:

_____/s/_____

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Esmerelda Golf Course Improvements Limited Tax General Obligation Bond, Series 2019 of the City dated _____, 2019 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

The Loan Draw Record shall be substantially in the following form:

CITY OF SPOKANE, WASHINGTON
ESMERELDA GOLF COURSE IMPROVMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. []			

Section 11. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 12. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 13. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 14. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this ____ day of September, 2019.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

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

09/23/2019

Date Rec'd

9/11/2019

Clerk's File #

ORD C35814

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 ABANDONED OR UNAUTHORIZED VEHICLES ORDINANCE

Agenda Wording

AN ORDINANCE relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.

Summary (Background)

This code revision moves from one location of the Municipal Code to another already existing authority for non-police employees to conduct vehicle impoundment.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC 9/9/19

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Police Department, Business Services
Subject:	Abandoned Vehicle Impoundment
Date:	August 26, 2019
Contact (email & phone):	Mary Muramatsu, City Legal 625-6289
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Chief Craig Meidl, Kris Becker
Committee(s) Impacted:	PSCH
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:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<u>Executive Summary:</u> This code revision moves from one location of the Municipal Code to another already existing authority for non-police employees to conduct vehicle impoundment.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C35814

AN ORDINANCE relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 to Chapter 16A.61 of the Spokane Municipal Code and amending SMC 16A.61.790.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 16A.61.577 to Chapter 16A.61 of the Spokane Municipal Code to read as follows:

16A.61.577 Impoundment of Unauthorized Vehicles on Public Property

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
3. "Public Property" means any street, road, public highway or other publicly owned property.
4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113 Immediately
 - b. On a highway and tagged as described in RCW 46.55.085 24 hours
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070 Immediately
 - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- C. In addition to law enforcement officers, the Director of Developer Services and/or Parking Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

- D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

Section 2. That SMC 16A.61.790 is amended to read as follows:

Section 16A.61.790 Vehicle Immobilization and Impoundment

A. Definitions

1. "Boot" means a device which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.
2. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
4. "Public Property" means any street, road, public highway or other publicly owned property.
5. "Scofflaw" means a vehicle which has been involved in four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.
6. "Unauthorized vehicle" means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
 - b. On a highway and tagged as described in RCW 46.55.085;
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
 - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) or (4)(c) above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of (4)(b) above may be impounded within twenty-four (24) hours.
- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

- D. In addition to law enforcement officers, the Director of the Office of Neighborhood Services and Code Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, parking services, working in conjunction with Spokane Municipal Court and the City's contracted collection agency, shall prepare, maintain and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
 - i. the date and the nature of each ticket overdue and the amount due on each;
 - ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
 - iii. the total amount currently due;
 - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;
 - v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
 - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC 16A.61.790(F)(3) and (4), payment of the

civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.

- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid or bond shall be posted therefore before the vehicle is removed from the scofflaw list.
- d. The owner of a vehicle that is subject to the procedures of this section and in SMC 16A.61.790(F)(3) and (4), is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to SMC 16A.61.790(F)(2) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(F)(2)(c), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing a boot on the vehicle.
- b. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
 - ii. that release of the boot may be obtained by paying the fines, fees and civil penalties due,

- iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
 - iv. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.
- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:
 - i. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or
 - ii. post a bond to cover such fines, fees, and charges, or
 - iii. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

4. Impoundment.

- a. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:
 - i. A vehicle that was involved in eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(F)(2)(c); or
 - ii. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two (2) business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(F)(2)(c); or
 - ~~((iii)) As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.02.010.))~~
- b. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.

If a vehicle has been impounded pursuant to SMC 16A.61.790(F)(4), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/30/2019

Date Rec'd

9/18/2019

Clerk's File #

ORD C35816

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 FIRE CODE ADVISORY AND APPEALS BOARD ORDINANCE

Agenda Wording

AN ORDINANCE relating to the fire code advisory and appeals board; amending SMC sections 1.02.080, 17F.010.020, 17F.010.030, 17F.080.040, 17F.080.080, 17G.050.070 and 17G.060.210 and repealing chapter 4.08 of the Spokane Municipal Code

Summary (Background)

The Fire Code Appeals and Advisory Board hears appeals related to the Fire Code and decisions by the Fire Marshal's Office. However, the board has not been active for a few years. This ordinance directs the Hearing Examiner to hear Fire Code-related appeals.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC -9.9.19

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

Briefing Paper

PSCH Committee

Division & Department:	Fire Prevention Division, Spokane Fire Department
Subject:	Modify the Appeals Process for Fire Code issues
Date:	8/27/19
Contact (email & phone):	Megan Phillips (mmphillips@spokanefire.org , 625-7040)
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	AN ORDINANCE relating to the fire code advisory and appeals board; amending SMC sections 1.02.080, 17F.010.020, 17F.010.030, 17F.080.040, 17F.080.080, 17G.050.070 and 17G.060.210 and repealing chapter 4.08 of the Spokane Municipal Code
Strategic Initiative:	
Deadline:	8/29/19
Outcome: (deliverables, delivery duties, milestones to meet)	N/A

Executive Summary:

Currently, the Fire Code Appeals and Advisory Board hears appeals related to the Fire Code and decisions by the Fire Marshal's Office. However, the board has not been active for a few years due to volunteers' terms expiring and the difficulty in recruiting new volunteers with the requisite expertise and who live and work within the City limits. Maintaining the FCAAB requires some effort. The FAAB is made up of five board members who meet regularly. In the last 10 years that the board was active, we have had one appeals request. Despite the fact that there are not many appeals, citizens deserve a means for appealing decisions by the Fire Marshal's Office and a new pathway needs to be created. We have been working with Mike Piccolo who has created an ordinance modifying the sections of the Spokane Municipal Code related to the Fire Code Advisory and Appeals Board and the Hearing Examiner's duties. We are appealing to the City Council to direct the Hearing Examiner to hear Fire Code-related appeals.

Budget Impact:

TOTAL COST: N/A

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

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

If new, specify funding source:

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

Each appeal fee is \$250.

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: Changes to Municipal Code. Currently the SMC states that the Fire Code Appeals and Advisory Board will hear appeals. This would change to allowing the Hearing Examiner hear appeals related to the Fire Code.

ORDINANCE NO. C35816

AN ORDINANCE relating to the fire code advisory and appeals board; amending SMC sections 1.02.080, 17F.010.020, 17F.010.030, 17F.080.040, 17F.080.080, 17G.050.070 and 17G.060.210 and repealing chapter 4.08 of the Spokane Municipal Code

The City of Spokane does ordain:

Section 1. SMC section 1.02.080 is amended to read as follows:

1.02.080 “Officer” Defined

- A. An “officer” is an individual who has the authority to act on behalf of, and whose act constitutes the act of, a corporation or other association. “Officer” also includes each member of a governing body invested with power to take action having legal effect.
- B. Such terms as “official,” “manager,” “managing agent,” “executive,” and “officer” are generally synonymous and refer to a person acting within the scope of his actual authority, which authority partakes of judgment, discretion, or policy, as opposed to clerical or ministerial functions.
- C. Officers of the City include:
 - 1. members of the city council (Charter Article III);
 - 2. the mayor, city administrator, and division directors (Charter Article IV; chapter 3.01 SMC);
 - 3. department heads (chapter 3.01 SMC);
 - 4. the city attorney, an assistant city attorney, and a special counsel (Charter section 29, Charter section 32, Charter section 33);
 - 5. hearing examiner (chapter ((4.24)) 17G.050 SMC);
 - 6. members of the:
 - a. building and construction review and examining boards, and hearing officers (chapter 4.06 SMC);
 - b. civil service commission (Charter Article VI);
 - c. design review board (chapter 4.13 SMC);
 - ((d. fire code advisory and appeals board (chapter 4.08 SMC);))
 - ((e)) d. human rights commission (chapter 4.10 SMC);
 - ((f)) e. park board (Charter Article V, chapter 4.11 SMC);
 - ((g)) f. plan commission (Charter Article XV, chapter 4.12 SMC); and
 - ((h)) g. urban forestry tree committee when acting within the bounds of jurisdiction in the particular instance.

Section 2. That SMC 17F.010.020 is amended to read as follows:

17F.010.020 Fire Code (~~((Advisory and)) Appeals ((Board))~~) Hearings

- A. ~~((The fire)) Fire code ((advisory and)) appeals ((board conducts hearings on)) are conducted by the hearing examiner for appeals of decisions and interpretations made by the fire official, according to the provisions of ((chapter 4.08 SMC)) Chapter 17G.050 SMC.~~
- B. An application for appeal shall be based on a claim that the intent of the fire code or the rules legally adopted have been incorrectly interpreted, the provisions of the fire code do not fully apply, or an equivalent method of protection or safety is proposed. The hearing examiner shall have no authority to waive requirements of the fire code.

Section 3. That SMC 17F.010.030 is amended to read as follows:

17F.010.030 Appeal of Ministerial Permits Categorically Exempt from SEPA

- A. An administrative public hearing is allowed under the existing buildings and conservation code:
 - 1. on complaints by the building official;
 - 2. for appeals to the hearing examiner.
- B. The proceedings of the agencies under this chapter are conducted in accordance with the Open Public Meetings Act (chapter 42.30 RCW) and the provisions of chapter 17(~~((F))~~)G.050 SMC for appeals to the hearing examiner, or the construction review board under chapter 4.06 SMC (~~((or the fire code advisory board under chapter 4.08 SMC,))~~) to the extent permitted under the particular agency's rules, opportunity for comment on an application is accorded members of the public in attendance.
- C. Appeal hearings by the hearing examiner are conducted pursuant to chapter 17G.050 SMC.

Section 4. That SMC 17F.080.040 is amended to read as follows:

17F.080.040 Fire Marshal

The fire marshal is the fire official. The fire official is authorized and directed to:

- A. inspect all premises for compliance with the fire code, and specifically all new businesses;
- B. initiate proceedings, including prosecutions and judicial or summary abatement actions, to enforce the fire code;

- C. make and promulgate rules, regulations and interpretations of the fire code;
- D. maintain records of fire safety inspections;
- ~~((E. provide clerical and technical assistance to the fire code advisory and appeals board as provided in chapter 4.08 SMC;))~~
- ((F))E. administer within the City the laws regulating fireworks, with specific authority to postpone or delay a pyrotechnic display because of weather conditions or other reasons;
- ((G))E. seek search warrants upon a showing of probable cause specific to the dwelling unit or common area sought to be searched that criminal fire code violations exist when a tenant or landlord denies a fire official the right to search, as provided in RCW 59.18.150;
- ((H))G. seize explosives, improvised devices and components of explosives and improvised devices that are possessed, manufactured, delivered, imported, exported, stored, sold, purchased, transported, abandoned, detonated or used, or intended to be used, in violation of a provision of chapter 70.74 RCW.

Section 5. That SMC 17F.080.080 is amended to read as follows:

17F.080.080 (~~(Board of)~~ Fire Code Appeals

Section 108.4 of the IFC is amended to read as follows:

108.4 – Fire Code (~~(Advisory and)~~) Appeals (~~(Board)~~).

A decision of the fire official is final and conclusive unless an affected person files an appeal to the (~~(fire code advisory and appeals board created in SMC 4.08.010))~~ hearing examiner pursuant to Chapter 17G.050 within thirty days. (~~(The chair of the board calls a meeting of the board after the appeal is filed.)~~)

Section 6. That SMC 17G.050.070 is amended to read as follows:

17G.050.070 Jurisdiction

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
 - 1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;

2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;
 3. appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
 4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
 5. appeals from the community advisory board and SMC 10.23A.070;
 6. decisions and interpretations of the fire official relating to the fire code;
- ((6)) such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under chapter 17G.060 SMC.

Section 7. That SMC 17G.060.210 is amended to read as follows:

17G.060.210 Appeals

- A. The provisions of this section shall apply to any written order, requirement, permit, decision, or determination made under the land use codes.
- B. Appeal of a director's decision on a project permit application is to the hearing examiner as an open record appeal, except appeals of building permits that are not related to the land use codes shall go before the building construction review board pursuant to chapter 4.06 SMC ~~((and appeals related to the fire code shall be heard by the fire code advisory board pursuant to chapter 4.08 SMC))~~. The

hearing examiner shall consider the appeal in accordance with procedures set forth in chapter 17G.050 SMC and the hearing examiner's rules of procedure.

- C. Appeal of a hearing examiner's decisions is to superior court, except rezones, PUDs, preliminary long plats, and skywalk permits are appealable to city council as a closed record appeal hearing and are subject to the procedures in chapter 17G.050 SMC.
- D. Shoreline substantial development permits decisions, after final decision by the City, may be appealed within twenty-one days from the "date of filing" or the date of actual receipt by the Department of Ecology; appeal is made to the shorelines hearings board.
- E. Shoreline conditional use permits and shoreline variance permits may be appealed to the shorelines hearings board within twenty-one days from the "date of filing" or the date the decision of the Department of Ecology is transmitted to the City of Spokane. If, as a result of the appeal process, the project has been modified, the director must reissue the permit according to WAC chapter 173-27-130 and submit a copy of the reissued permit to the department of ecology.
- F. Except as otherwise provided, appeals or requests for reconsideration from decisions shall be filed within fourteen calendar days of the date of the decision. If the last day for filing an appeal falls on a weekend day or a holiday, the last day for filing shall be the next working day. The appeal or request for reconsideration is filed in the department that is responsible for the permit application, except an appeal to superior court must be filed as a land use petition to the court within twenty-one days of the date of the written decision is issued.
- G. An appeal or request for reconsideration shall take the form of a written statement of the alleged reason(s) the decision was in error, or specifying the grounds for appeal or reconsideration. The following information, accompanied by an appeal fee as specified in chapter 8.02 SMC, shall be submitted. All fees including transcript deposit fees must be paid by the appellant no later than the last day to file the appeal. The appellant shall pay the cost of a written transcript within five days of the receipt of the hearing examiner's statement for the cost. An appeal application is not considered complete until all required fees are paid. Failure to timely pay all fees results in dismissal of the appeal with prejudice. The appeal or request for reconsideration application shall contain:
 - 1. file number of the decision;
 - 2. the names of the appellant(s) and an indication of facts that establish the appellant's right to the relief requested;
 - 3. an identification of exceptions and objections to the decision being appealed or reconsidered, or an identification of errors in fact or conclusion;
 - 4. the requested relief from the decision being appealed or reconsidered;

5. any other information reasonably necessary to make a decision on the appeal or reconsideration;
6. failure to set forth specific errors or grounds for appeal shall result in summary dismissal of the appeal or reconsideration request.

H. The appeal or request for reconsideration is rejected if:

1. it is filed by a person without standing as specified in chapter 17A.020 SMC;
2. an appeal decision is being sought from a decision-maker not authorized by this chapter to make such a decision;
3. it is not timely filed;
4. the appeal fees have not been paid; or
5. it is not filed in accordance with the procedures of this chapter.

I. An appeal or request for reconsideration stays the underlying decision pending final disposal of the appeal, unless the action ordered in the decision is necessary to protect the public health or safety, or unless the appeal is required to be filed in superior court. Filing a suit or action in court does not stay the final decision unless and until the court, pursuant to RCW 36.70C.100, issues an order.

J. Notice of Appeal.

Notice of a hearing by the hearing examiner is given to the director, appellant, applicant, and any party of record. This notice is mailed through regular U.S. mail or personally served at least fourteen days prior to the hearing. The notice of appeal contains the following information:

1. Location of the property including a map sufficient to clearly locate the site.
2. Description of the proposed action.
3. Name of the applicant.
4. Application name and number.
5. Decision made on the application, including the environmental threshold determination.
6. Name of the appellant if other than the applicant.
7. Date, time, and place of hearing.
8. A statement of whether the appeal is on the record or if new information will be allowed; and
9. Name, address, and office telephone number of the City official from whom additional information may be obtained.

Section 8. That Chapter 4.08 is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date