

## **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, OCTOBER 14, 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](http://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](mailto: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

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**ADMINISTRATIVE SESSION****CONSENT AGENDA**REPORTS, CONTRACTS AND CLAIMSRECOMMENDATION

- |  |         |                              |
|--|---------|------------------------------|
| 1. Value blanket with Airgas Specialty Products (Lawrenceville, GA) for anhydrous ammonia from January 1, 2020 through December 31, 2022—\$696,000 (incl. tax).<br><b>Chris Averyt</b>   | Approve | OPR 2019-0841                |
| 2. Contract Amendment and Extension with 5 Star Testing, Inc. for ultrasonic thickness testing on boiler tubes:<br><br>a. Additional \$45,000 for existing contract ending October 29, 2019.<br><br>b. Extension 1 of 3 from October 30, 2019, through October 29, 2020—\$148,000.<br><br><b>Chris Averyt</b>  | Approve | OPR 2017-0660<br>RFP 4390-17 |
| 3. Contract with K&N Electric Motors for the purchase and installation of a trash rake system utilized to clean the intake grates of small to large brush and river debris at Upriver Powerhouse #1—\$811,000 plus 10% administrative reserve \$81,100. Total contract amount \$892,000.<br><b>Steve Burns</b> | Approve | OPR 2019-0842<br>ITB 5137-19 |

4. Recommendations to list on the Spokane Register of Historical Places:
  - a. Moyer House, 1224 W. 11th Avenue on the Spokane Register of Historic Places. Approve All OPR 2019-0843
  - b. Ripoli-Scarpelli Building, 2012-2014 E. Sprague Avenue. OPR 2019-0844
- Megan Duvall**
5. Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court—Revenue of \$120,050. Approve OPR 2019-0845
- Justin Bingham**
6. Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2019—Revenue of \$100,000. Approve OPR 2019-0846
- Justin Bingham**
7. Accept grant award from Department of Justice CFDA 16.738 from October 1, 2018, through September 30, 2022—\$76,688, City of Spokane and \$62,744 for Spokane County. Total award: \$139,432. Approve OPR 2019-0847
- Jennifer Hammond**
8. Permission to enter pilot program with Enterprise Fleet Management to replace aging vehicles through a lease to own program for Parks and Recreation. Approve OPR 2019-0848
- Gavin Cooley**
9. Approval of Interlocal Agreement between City of Spokane and Spokane County to use the Courthouse Annex space for Spokane Municipal Court through December 31, 2020—\$220,000. Approve OPR 2019-0849
- Mike Ormsby**
10. Memorandum of Understanding between Spokane County and the City of Spokane to pay half of the staff salaries and operating expenses for Municipal Court—\$200,000. Approve OPR 2019-0850
- Mike Ormsby**
11. Interagency agreement between Spokane Fire Department and Washington State Patrol to allow for mobilization reimbursements through December 31, 2023. Approve OPR 2019-0851
- Brian Schaeffer**
12. Agreement with SREC to provide back-up Fire dispatch services to the City of Spokane—Not to exceed \$100,000. Approve OPR 2019-0852
- Mike Ormsby**

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|---|------------------------------|---------------|
| 13. Contract with Wingfoot Commercial Tire Systems, LLC using Washington State Contract 00519 for tire services for Fleet Services—Annual cost: \$150,000.<br><b>David Paine</b>  | Approve                      | OPR 2019-0855 |
| 14. 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 |
| 15. City Council Meeting Minutes: _____, 2019.  | Approve All                  | CPR 2019-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## 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**

One Appointment to the Spokane Human Rights  
Commission

Approve    CPR 1991-0068

**ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND  
AFFAIRS OF THE CITY**

**ADMINISTRATIVE REPORT**

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**COUNCIL COMMITTEE REPORTS**

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

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**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).

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**LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

## **RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2019-0088** Recognizing the 2019 Downtown Parking Study and appendices as an evaluation of the existing parking system, a six-year plan, and a set of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors.

**Kris Becker**

**RES 2019-0089** Recognizing the University District Parking Study, Phase One Final Report as an evaluation of the current inventory in the University District, issues, challenges, potential opportunity areas as well as an initial solicitation of community feedback.

**Kris Becker**

## **NO FINAL READING ORDINANCES**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for October 14, 2019**  
(per Council Rule 2.1.2)

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## **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 October 14, 2019, Regular Legislative Session of the City Council is adjourned to October 21, 2019.

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## **NOTES**

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

10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/1/2019     |
| <u>Clerk's File #</u> | OPR 2019-0841 |
| <u>Renews #</u>       |               |

|                           |  |                      |               |
|---------------------------|--|----------------------|---------------|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL                                     | <u>Cross Ref #</u>   |               |
| <u>Contact Name/Phone</u> | CHRIS AVERYT 625-6540                                    | <u>Project #</u>     |               |
| <u>Contact E-Mail</u>     | CAVERYT@SPOKANECITY.ORG                                  | <u>Bid #</u>         | ITB 5120-19   |
| <u>Agenda Item Type</u>   | Purchase w/o Contract                                    | <u>Requisition #</u> | VALUE BLANKET |
| <u>Agenda Item Name</u>   | 4490-VALUE BLANKET FOR THE PURCHASE OF ANHYDROUS AMMONIA |                      |               |

Agenda Wording

Value blanket for the purchase of anhydrous ammonia from Airgas Specialty Products of Lawrenceville, GA, from January 1, 2020 through December 31, 2022 for a total 3-year cost of \$696,000.00 (\$232,000.00 annually), including taxes.

Summary (Background)

Anhydrous Ammonia is used for emissions control at the WTE. It is required in order to maintain compliance with the Air Operating permit emission limits. Sept. 6, 2019 bids for ITB 5120-19 for the purchase of Anhydrous Ammonia were received and Airgas Specialty Products, Inc. was the low cost bidder. The initial term will be for a three year period from Jan. 1, 2020 through Dec. 31, 2022. The annual usage will be approximately 800,000 Lbs. at \$0.29/Lb. for a total annual cost of \$232,000.00.

|                             |            |                     |                              |                        |
|-----------------------------|------------|---------------------|------------------------------|------------------------|
| <u>Fiscal Impact</u>        |            | Grant related? NO   | <u>Budget Account</u>        |                        |
|                             |            | Public Works? NO    |                              |                        |
| Expense                     | \$ 232,000 | 2020 BUDGET         | #                            | 4490-44100-37148-53203 |
| Expense                     | \$ 232,000 | 2021 BUDGET         | #                            | 4490-44100-37148-53203 |
| Expense                     | \$ 232,000 | 2022 BUDGET         | #                            | 4490-44100-37148-53203 |
| Select                      | \$         |                     | #                            |                        |
| <u>Approvals</u>            |            |                     | <u>Council Notifications</u> |                        |
| <u>Dept Head</u>            |            | CONKLIN, CHUCK      | <u>Study Session</u>         | PSCH 10/7/19           |
| <u>Division Director</u>    |            | SIMMONS, SCOTT M.   | <u>Other</u>                 |                        |
| <u>Finance</u>              |            | ALBIN-MOORE, ANGELA | <u>Distribution List</u>     |                        |
| <u>Legal</u>                |            | SCHOEDEL, ELIZABETH | 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        | rrinderle@spokanecity.org    |                        |
|                             |            |                     |                              |                        |
|                             |            |                     |                              |                        |
|                             |            |                     |                              |                        |

## Briefing Paper

### Public Safety & Community Health Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>   | Value Blanket for the purchase of Anhydrous Ammonia for the WTE   |
| <b>Date:</b>  | October 7, 2019   |
| <b>Contact (email &amp; phone):</b>   | Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540                                 |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   | Scott Simmons, Director, Public Works   |
| <b>Committee(s) Impacted:</b>   | Public Safety & Community Health/ Public Infrastructure, Environment and Sustainability Committee                             |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  |   |
| <b>Strategic Initiative:</b>  | Sustainable Resources – Sustainable Practices; Innovative Infrastructure-Sustainability of the WTE Operations                 |
| <b>Deadline:</b>  |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Council approval of the value blanket; without which the WTE facility would not be able to continue uninterrupted operations. |
| <b>Background/History:</b><br>Anhydrous Ammonia is used for emissions control at the Waste to Energy Facility. It is required in order to maintain compliance with the Air Operating permit emission limits.<br><br>On September 6, 2019 bids for ITB 5120-19 for the purchase of Anhydrous Ammonia were received and Airgas Specialty Products, Inc. of Lawrenceville, GA, was the lowest cost bidder. The initial term of the value blanket will be for a three (3) year period beginning January 1, 2020, spanning thru December 31, 2022. The annual usage will be approximately 800,000 Lbs. at \$0.29/Lb. for a total annual cost of \$232,000.00 and a three year total of \$696,000.00. |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Value Blanket for the purchase of Anhydrous Ammonia for emissions control at the WTE.</li> <li>Awarding to Airgas Specialty Products, Inc. of Lawrenceville, GA, the lowest cost bidder of ITB 5120-19.</li> <li>Initial term of three (3) years spanning from Jan. 1, 2020 through Dec. 31, 2022 for a total cost of \$696,000.00.</li> <li>The annual usage will be approximately 800,000 Lbs. at \$0.29/Lb. for a total annual cost of \$232,000.00.</li> </ul>   |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>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:**

10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/23/2019     |
| <u>Clerk's File #</u> | OPR 2017-0660 |
| <u>Renews #</u>       |               |

|                           |   |                      |             |
|---------------------------|---|----------------------|-------------|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL  | <u>Cross Ref #</u>   |             |
| <u>Contact Name/Phone</u> | CHRIS AVERYT 625-6878                                       | <u>Project #</u>     |             |
| <u>Contact E-Mail</u>     | CAVERYT@SPOKANECITY.ORG                                     | <u>Bid #</u>         | RFP 4390-17 |
| <u>Agenda Item Type</u>   | Contract Item   | <u>Requisition #</u> | CR 21017    |
| <u>Agenda Item Name</u>   | 4490-CONTRACT AMENDMENT/EXTENSION FOR ULTRASONIC TESTING AT |                      |             |

Agenda Wording

Amendment with cost to contract with 5 Star Testing, Inc. for an additional \$45,000.00 as well as extension #1 of 3 with cost for an additional \$148,000.00 from Oct. 30, 2019 through Oct. 29, 2020.

Summary (Background)

The WTE requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged. 5 Star Testing, Inc. was awarded the contract for these services from Oct. 30, 2017 through Oct. 29, 2019 for \$66,000.00 with the option of three (3) one-year renewals. Unplanned tube failures required additional testing and \$60,000.00 was added in 2018.

|                             |                             |                                |
|-----------------------------|-----------------------------|--------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO           | <u>Budget Account</u>          |
|                             | Public Works? NO            |                                |
| Expense                     | \$ \$119,000.00 2019 Budget | # 4490-44100-37148-54201-34002 |
| Expense                     | \$ \$74,000.00 2020 Budget  | # 4490-44100-37148-54201-34002 |
| Select                      | \$                          | #                              |
| Select                      | \$                          | #                              |
| <u>Approvals</u>            |                             | <u>Council Notifications</u>   |
| <u>Dept Head</u>            | CONKLIN, CHUCK              | <u>Study Session</u> PSCH 10/7 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.           | <u>Other</u>                   |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA         | Distribution List              |
| <u>Legal</u>                | SCHOEDEL, ELIZABETH         | 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                | rrinderle@spokanecity.org      |
|                             |                             | brian@5startesting.com         |
|                             |                             |                                |
|                             |                             |                                |

## Briefing Paper

### Public Safety & Community Health Committee

|  |   |
|--|---|
| <b>Division &amp; Department:</b>  | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>  | Contract Amendment/Extension for Ultrasonic Thickness Testing at Waste to Energy  |
| <b>Date:</b>   | October 7, 2019   |
| <b>Contact (email &amp; phone):</b>  | Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540                                 |
| <b>City Council Sponsor:</b>   |   |
| <b>Executive Sponsor:</b>  | Scott Simmons, Director, Public Works   |
| <b>Committee(s) Impacted:</b>  | Public Safety & Community Health/ Public Infrastructure, Environment and Sustainability Committee                             |
| <b>Type of Agenda item:</b>  | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   |   |
| <b>Strategic Initiative:</b>   | Innovative Infrastructure-Sustainability of the WTE Operation   |
| <b>Deadline:</b>   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  | Council approval for additional time and funding to be added to the contract for ultrasonic thickness testing at the WTE.     |
| <p><u>Background/History:</u></p> <p>The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.</p> <p>5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17 for \$66,000.00 with the option of three (3) one-year renewals. Unplanned boiler tube failures required additional testing and an additional \$60,000.00 was added to the contract in 2018.</p> <p>In 2019, it was requested of the vendor to provide additional manpower on site for outages in order to complete the testing in the short time frame of the outage, resulting in an additional \$45,000.00 needed for the current term of the contract. In addition, this will be the first of 3 optional one-year renewals from October 30, 2019 through October 29, 2020 for an additional cost of 148,000.00.</p> |   |
| <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Amendment with cost to contract with 5 Star Testing, Inc. for an additional \$45,000.00.</li> <li>Extension #1 of 3 with cost for an additional \$148,000.00 from Oct. 30, 2019 through Oct. 29, 2020.</li> <li>Vendor provides ultrasonic thickness testing of boiler tubes.</li> <li>Additional funds required due to increased staffing levels needed because of time constraints.</li> </ul>   |   |
| <p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>   |   |
| <u>Operations Impact:</u>  |   |

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:



**City of Spokane**

**CONTRACT AMENDMENT/EXTENSION  
1 OF 3**

**Title: ANNUAL ULTRASONIC THICKNESS  
TESTING AT THE CITY'S WTE FACILITY**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **5 STAR TESTING, INC.**, whose address is 15801 NE 182<sup>nd</sup> Avenue, Brush Prairie, Washington, 98606 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to **CONDUCT ANNUAL ULTRASONIC THICKNESS TESTING AT THE CITY'S WTE FACILITY**; and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and 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 October 6, 2017 and October 17, 2017, any previous amendments, addendums and/ or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Amendment/Extension shall become effective on October 30, 2019 and shall be extended to October 29, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** for the remained of the 2017-2019 term, and **ONE HUNDRED FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$148,000.00)** for the 2019-2020 term, for a total of **ONE HUNDRED NINETY THREE THOUSAND AND**

**NO/100 DOLLARS (\$193,000.00)** everything furnished and done under this Contract Amendment/Extension.

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

**5 STAR TESTING, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

19-170

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

10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/19/2019     |
| <u>Clerk's File #</u> | OPR 2019-0842 |
| <u>Renews #</u>       |               |

|                           |   |                      |                 |
|---------------------------|---|----------------------|-----------------|
| <u>Submitting Dept</u>    | WATER & HYDROELECTRIC SERVICES                                      | <u>Cross Ref #</u>   |                 |
| <u>Contact Name/Phone</u> | STEVE BURNS 742-8154  | <u>Project #</u>     |                 |
| <u>Contact E-Mail</u>     | SBURNS@SPOKANECITY.ORG  | <u>Bid #</u>         | PW ITB #5137-19 |
| <u>Agenda Item Type</u>   | Contract Item   | <u>Requisition #</u> | CR 20996        |
| <u>Agenda Item Name</u>   | 4100 - UPRIVER CONTRACT WITH K & N ELECTRIC FOR TRASH RAKES INSTALL |                      |                 |

Agenda Wording

Approve contract with K&N Electric Motors for the purchase and installation of a trash rake system utilized to clean the intake grates of small to large brush and river debris at Upriver Powerhouse #1. \$811,000 plus 10% admin reserve - \$892,100

Summary (Background)

Each powerhouse at Upriver is equipped with a "trash rake" system used to clean river debris from intake grates as river runoff flows through the powerhouses. Upriver Powerhouse #1 was constructed in 1936 and the original trash rake system is still being utilized to this day. As the equipment has aged, it has also been more frequently in disrepair. This original equipment needs to be replaced with a new system to provide adequate worker safety, operational reliability, and operational efficiency improvements. K&N Electric Motors provided the lowest priced proposal that meets all of the city's specifications.

|                             |  |                                |
|-----------------------------|--|--------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO<br>Public Works? YES | <u>Budget Account</u>          |
| Expense                     | \$ 892,100                             | # various                      |
| Select                      | \$                                     | #                              |
| Select                      | \$                                     | #                              |
| Select                      | \$                                     | #                              |
| <u>Approvals</u>            | <u>Council Notifications</u>           |                                |
| <u>Dept Head</u>            | BURNS, STEVE                           | <u>Study Session</u>           |
| <u>Division Director</u>    | SIMMONS, SCOTT M.                      | <u>Other</u> PIES 9/23/19      |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA                    | <u>Distribution List</u>       |
| <u>Legal</u>                | DALTON, PAT                            | tprince@spokanecity.org        |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL                        | sburns@spokanecity.org         |
| <u>Additional Approvals</u> |  | aduffey!spokanecity.org        |
| <u>Purchasing</u>           | PRINCE, THEA                           | wateaccounting@spokanecity.org |
|                             |  |                                |
|                             |  |                                |
|                             |  |                                |

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

|   |  |
|---|--|
| <b>Division &amp; Department:</b>   | Public Works - Water Department - Upriver  |
| <b>Subject:</b>   | Upriver Powerhouse #1 Trash Rake Purchase and Installation – by K&N Electric Motors, Inc.  |
| <b>Date:</b>  | September 11, 2019   |
| <b>Author (email &amp; phone):</b>  | Stephen Burns, 509-742-8154, <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a>  |
| <b>City Council Sponsor:</b>  |  |
| <b>Executive Sponsor:</b>   | Dan Kegley   |
| <b>Committee(s) Impacted:</b>   | PIES   |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative  |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | Water Department Upriver 6-year Capital Plan and Water Department Upriver Maintenance Budgets  |
| <b>Strategic Initiative:</b>  |  |
| <b>Deadline:</b>  | August 2020  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Purchase and installation of a trash rake system utilized to clean the intake grates of small to large brush and river debris at Upriver Powerhouse #1. This will replace original 1936 equipment. |
| <b>Background/History:</b><br>Each powerhouse at Upriver is equipped with a “trash rake” system used to clean river debris from intake grates as river runoff flows through the powerhouses. Upriver Powerhouse #1 was constructed in 1936 and the original trash rake system is still being utilized to this day. As the equipment has aged, it has also been more frequently in disrepair. This original equipment needs to be replaced with a new system to provide adequate worker safety, operational reliability, and operational efficiency improvements. K&N Electric Motors provided the lowest priced proposal that meets all of the city’s specifications. |  |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>Cost of this is \$811,000 plus 10% administrative reserve, total \$899,000.</i></li> <li>• <i>All elements of the project must be completed by August 2020.</i></li> <li>• <i>Funding is planned from two sources:</i> <ul style="list-style-type: none"> <li>- <i>Water Department Upriver 6-year Capital Plan and Water Department Upriver Maintenance Budgets</i></li> </ul> </li> </ul>   |  |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |  |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Specify changes required:<br>Known challenges/barriers:   |  |



PW Bid #5137-19

| Reference Number | Description  | Type | UOM | Quantity | Extended Estimate |
|------------------|--|------|-----|----------|-------------------|
| Pricing Group    |  |      |     |          |                   |
| #1               | BASE BID (Total from Unit Price Bid form)                                    | Base | ea  | 1        |                   |
| #2               | TRENCHING SYSTEM (When a trench excavation will exceed a depth of four feet) | Base | ea  | 1        |                   |
| #3               | SALES TAX 8.9%   | Base | ea  | 1        |                   |
| Total            |  |      |     |          |                   |

\*\* ENAD was deemed non responsive because the proposed plan submitted failed to meet the following specifications:

1. 3.1 Part D-3-i
2. 3.1 Part D-3-ii
3. 3.1 Part D-3-iii
4. 3.1 Part D-3-iv
5. Addendum 1 Item #1
6. Addendum 1 Item #2
7. Addendum 1 Item #3

ENAD

K&N MOTORS

\$434,640.86      \$617,857.25

\$0.00      \$126,106.98

\$38,683.04      \$66,212.82

\$473,323.90      \$810,177.05

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

10/14/2019

Date Rec'd

10/1/2019

Clerk's File #

OPR 2019-0843

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVALL 625-6543

Project #Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - MOYE HOUSE NOMINATION TO SPOKANE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Moye House, 1224 W 11th Avenue on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Moye House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study SessionDivision Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Moye House – 1224 W 11th Avenue**

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Completed in 1908; the Moye House meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- The building is eligible under Category C – Architecture. The house is a good representation of the bungalow house form embellished in the Craftsman style with Swiss Chalet influence.
- Craftsman-style details are illustrated in the roof's widely overhanging eaves with exposed rafters, wide vergeboards with tapered ends, decorative knee brace brackets under the front and rear roof gables, and a combination of narrow horizontal-width clapboard and wood shingle siding. An original solid brass Craftsman-style chandelier with square opaque glass shades illuminates the dining room.

Swiss Chalet-style influence is seen in the gable peak above the second floor, which is clad with false half-timbering and stucco infill.

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Moye House retains outstanding architectural integrity in original location, design, materials, workmanship, and association to be considered for listing. Alterations of the exterior have been limited to porch remodels at the rear of the house and the interior maintains many features including built-in furniture and original light fixtures along with the original floor plan.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), the City of Spokane's Historic Preservation Façade Improvement Program, Spokane Register historical marker, and special code considerations.

#### **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Moye House according to the appropriate criteria at a public hearing on 9/18/19 and recommends that the Moye House be listed on the Spokane Register of Historic Places.

After Recording Return to:  
City Clerk  
Spokane City Hall  
808 W Spokane Falls Blvd  
Spokane, WA 99201

**NOTICE OF MANAGEMENT AGREEMENT**

*NOTICE IS HEREBY GIVEN that the property legally described as:*

***LOT 9, BLOCK 3, BOOGE'S ADDITION, ACCORDING TO PLAT THEREOF,  
RECORDED IN VOLUME A OF PLATS, PAGE 146, RECORDS OF SPOKANE COUNTY;  
SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF  
WASHINGTON.***

*Parcel Number(s) 35193.1508, is governed by a Management Agreement between the City of Spokane and the Owner(s), Aaron and Annie Gleason, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.\_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **18th** day of **September 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Aaron and Annie Gleason** (hereinafter "Owner(s)"), the owner of the property located at **1224 West 11th Avenue, Spokane, WA 99204** commonly known as the **Moye House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
David A. Condon

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
Assistant City Attorney



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally \_\_\_\_\_ appeared

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires \_\_\_\_\_

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

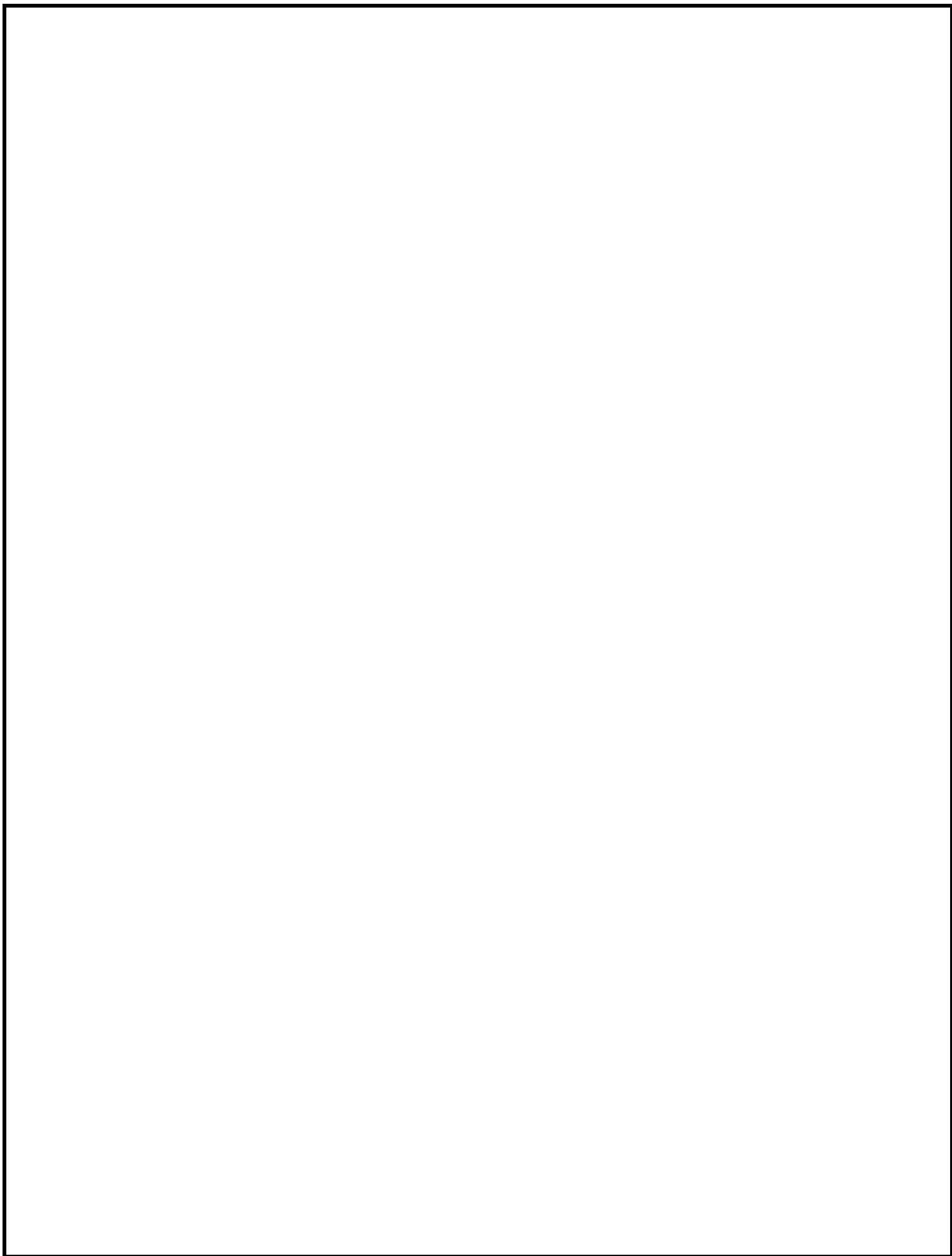
texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



## *Spokane Register of Historic Places Nomination*

*Spokane City/County Historic Preservation Office, City Hall, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

### **1. HISTORIC NAME**

Historic Name **EDWARD & CLARA MOYE HOUSE**  
Common Name

### **2. LOCATION**

Street & Number 1224 W. 11th Avenue  
City, State, Zip Code Spokane, WA 99204  
Parcel Number 35193.1508

### **3. CLASSIFICATION**

| Category                                     | Ownership                                   | Status  | Present Use  |
|--|---|---|--|
| <input checked="" type="checkbox"/> building | <input type="checkbox"/> public             | <input checked="" type="checkbox"/> occupied        | <input type="checkbox"/> agricultural <input type="checkbox"/> museum                  |
| <input type="checkbox"/> site                | <input checked="" type="checkbox"/> private | <input type="checkbox"/> work in progress           | <input type="checkbox"/> commercial <input type="checkbox"/> park                      |
| <input type="checkbox"/> structure           | <input type="checkbox"/> both               |   | <input type="checkbox"/> educational <input type="checkbox"/> religious                |
| <input type="checkbox"/> object              | <b>Public Acquisition</b>                   | <b>Accessible</b>                                   | <input type="checkbox"/> entertainment <input checked="" type="checkbox"/> residential |
|  | <input type="checkbox"/> in process         | <input checked="" type="checkbox"/> yes, restricted | <input type="checkbox"/> government <input type="checkbox"/> scientific                |
| <b>Site</b>                                  | <input type="checkbox"/> being considered   | <input type="checkbox"/> yes, unrestricted          | <input type="checkbox"/> industrial <input type="checkbox"/> transportation            |
| <input checked="" type="checkbox"/> original |   | <input type="checkbox"/> no                         | <input type="checkbox"/> military <input type="checkbox"/> other                       |
| <input type="checkbox"/> moved               |   |   |  |

### **4. OWNER OF PROPERTY**

Name Aaron & Annie Gleason  
Street & Number 1224 W. 11th Avenue  
City, State, Zip Code Spokane, WA 99204  
Telephone Number/E-mail 509-993-6841, aaron.gleason@outlook.com

### **5. LOCATION OF LEGAL DESCRIPTION**

Courthouse, Registry of Deeds Spokane County Courthouse  
Street Number 1116 West Broadway  
City, State, Zip Code Spokane, WA 99201  
County Spokane

### **6. REPRESENTATION OF EXISTING SURVEYS**

Title City of Spokane Historic Landmarks Survey  
Date Federal\_\_\_\_ State\_\_\_\_ County\_\_\_\_ Local\_\_\_\_  
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE**

**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

**Check One**

☐ unaltered

☒ altered

**Check One**

☒ original site

☐ moved & date

**8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE**

*(continuation sheets attached)*

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

*Bibliography is found on one or more continuation sheets.*

**10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.**

*Items are found on one or more continuation sheets.*

**11. GEOGRAPHICAL DATA**

Acreage of Property

Less than one acre.

Verbal Boundary Description

Booges Addition, Lot 9, Block 3.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

**12. FORM PREPARED BY**

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27<sup>th</sup> Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

September 18, 2019

**Spokane City/County Register of Historic Places Nomination  
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**13. SIGNATURE(S) OF OWNER(S)**

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**14. FOR OFFICIAL USE ONLY**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

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**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor—City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney



*Moye House in 2019*

## ***SECTION 7: DESCRIPTION OF PROPERTY***

### ***Summary Statement***

Built in 1908, the Moye House is a good representation of the bungalow house form embellished in the Craftsman style with Swiss Chalet influence. The property has a front-facing gable roof that extends over the first floor to form a covered full-width front porch. The porch is supported by thick, square porch columns anchored to an enclosed porch wall. Craftsman-style details are illustrated in the roof's widely overhanging eaves with exposed rafters, wide vergeboards with tapered ends, decorative knee brace brackets under the front and rear roof gables, and a combination of narrow horizontal-width clapboard and wood shingle siding. Swiss Chalet-style influence is seen in the gable peak above the second floor, which is clad with false half-timbering and stucco infill. The home's interior at the first floor is open with an expansive living room and dining room, and is finished with original hardrock maple floors, ebony-hued fir woodwork, and a built-in dining room buffet/hutch with leaded-glass doors. An original solid brass Craftsman-style chandelier with square opaque glass shades illuminates the dining room. In excellent condition, the Moye House retains a high level of integrity in its original location, design, materials, workmanship, and association.



## ***CURRENT APPEARANCE & CONDITION***

### ***Site***

The well-preserved Moye House is sited on Lot 9, Block 3 in Booges Addition on Spokane's South Hill in the southwest quadrant of the city. The lot is 40 feet wide and 125 feet deep, and has a grade with a gradual slope that descends north. The home is framed by manicured lawn, and is surrounded by a gridwork of paved north/south and east/west city streets, mature street trees, and both small and large historic homes, some architecturally prominent, built from 1900 to 1949.

### ***House Exterior***

The Moye House is built on the south half of Lot 9 and faces south onto West 11th Avenue. Large single-family historic homes are located next east and west of the property, and a graveled alley abuts the lot's north boundary. The Moye House has a rectangular footprint with a width of 28 feet and a depth of 32 feet. The height of the house is one and one-half stories with a low-pitched front-gabled principal roof, which extends over the first floor to form a covered front porch that spans the full width of the house. The roof is covered with composition shingles and has widely overhanging eaves with exposed rafters. The house is clad with a combination of narrow-width horizontal clapboard siding and wood shingles. The foundation is made of basalt rubble mix. Original windows are a combination of wood sash casement in addition to 1/1 double-hung and tripartite units with fixed-pane glazing in the center.

The south façade design of the Moye House is dominated by a front-facing gable-end roof that extends over the façade's first floor, forming a covered front porch. The covered front porch is eight feet deep and 28 feet wide, and is supported by four evenly spaced square wood columns. The columns are anchored to an enclosed porch wall, which is clad with narrow horizontal-width clapboard siding that matches the clapboard siding on the first floor of the house. The deck of the front porch is covered in painted wood plank boards, and supported by square footings made of basalt stone and clinker brick. The porch ceiling is covered with painted wood tongue-in-groove boards. Three wooden porch steps descend from the front porch to a concrete walkway that leads to a paved public sidewalk in front of the house. Narrow vertical square spindles that resemble balusters form a porch skirt between the porch and ground. At the first floor, a front entry door is located on the façade at the east end of the porch. The door has a wood frame with a full-length, deeply beveled-glass light. An original 1908 ornately carved solid brass door handle and escutcheon plate with an unusual dragon-head design operates the door. A wide tripartite window with a center fixed-pane flanked by two 1/1 double-hung wood-sash windows is centered in the space next west of the door. The first floor at the south façade is clad with original wood clapboard siding. The second story above the front porch is clad with cedar wood shingles. The shingles cover a slight corner flare at the southeast and southwest corners as the second floor meets the first floor. Two symmetrically placed 1/1, double-hung, wood-sash, original windows are located in the center of the south façade at the second floor. A wide wood stringcourse (sometimes called a "belly band") separates the second floor from the gable field above the second floor. The gable field is clad with false half-timbering and stucco infill. A

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fixed-pane square window is located in the gable peak. A wide vergeboard with tapered ends outlines the gable peak at the roofline, and decorative knee-brace brackets support the gable's widely overhanging eaves. Eave soffits are covered with wood boards.

The west face on the west side of the Moye House is dominated by the home's 32-foot-long roof expanse from the south façade to the home's north rear face. The roof is distinguished with widely overhanging eaves and exposed rafters with pointed ends. A tapered clinker brick chimney articulated with protruding large black and gray cobbles is located towards the south end of the west face, and extends up through the roof eave at the second floor. The chimney is flanked by two casement windows at the first floor. A 1/1 double-hung wood-sash window is located south of the chimney at the second floor. Another 1/1 double-hung wood-sash window is located near the north end of the west face at the second floor. A box bay with a shed roof is located on the first floor north of the clinker brick chimney and directly beneath a second-floor window. The box bay holds a fixed-pane wood-sash window, and has widely overhanging eaves with exposed pointed-end rafters that match those of the home's roof. The west face is clad with narrow-width horizontal wood clapboard siding at the first floor and wood shingles at the second floor.

The east face of the Moye House is similar to the west face and is clad with a continuation of clapboard siding at the first floor, shingle siding at the second floor, and has a basalt rubblemix foundation. A large box bay with a shed roof, widely overhanging eaves, and exposed rafters with pointed ends is located between the first and second floors towards the southern end of the east face. The lower half of the box bay is clad in clapboard siding at the level of the first floor, and the upper half of the box bay is clad with wood shingles at the level of the second floor. A pair of wood-sash windows is located in the bay, which illuminates an interior staircase between the first and second floors. A 1/1 double-hung wood-sash window is located on the northern end of the west face's second floor. Two 1/1 double-hung windows are located north of the box bay on the first floor. Like the west face, the roof at the east face has widely overhanging eaves with exposed rafters.

The north rear face of the house faces a back yard that abuts a graveled alley at the north border. The north rear of the house has a gable-end roof with widely overhanging eaves, a wide barge board with tapered ends, and decorative knee-brace brackets. Like the south façade, the gable field is clad in false half-timbering with stucco infill. A matching wood window is located in the center of the gable peak. A wide wood stringcourse separates the attic from the second floor, which is clad in wood shingles. Two symmetrically placed 1/1 double-hung windows are located on the second floor, and face north. The first floor is clad with clapboard siding, which is a continuation of clapboard from the east, west, and south faces. A box bay with a shed roof articulated with a widely overhanging roof and exposed rafters is located at the first floor at the east half of the home's rear north face. A pair of 1/1 double-hung wood-sash windows punctuate the box bay. Built in 2018 next east to the box bay, a ten-foot-wide enclosed porch projects outward eight feet from the northeast corner of the house. The porch has a concrete

foundation, three walls, and shed roof at the same height as the box bay's shed roof. A multi-paned wood French door opens from the porch to the first floor of the house.

### ***House Interior***

The interior of the Moye House has a total of 2,822 square feet of interior space at the first and second floors.<sup>1</sup> The front door opens to a small reception hall in the southeast corner of the first floor. The east wall of the small reception hall has an original five-panel fir door that opens to a coat closet. The north wall of the hall is articulated with a portion of the balustrade and baluster that protect the south side of an interior stairway that ascends to the second floor. The balustrade and balusters are made of ebony-finished fir with plain closely spaced, square balusters. The original woodwork in the reception hall is ebony-finished fir, and the original floor is made of hardrock maple. The reception hall opens west into a large living room and dining room, which together are located in the west half of the house from the south front wall to the north rear wall. Like the reception hall, the woodwork in the living room and dining room is original ebony-finished fir. A fireplace flanked by two fixed-pane "bookcase" windows (windows are located high on the wall to allow for bookcases to be placed underneath the windows) is located on the west wall. The fireplace has a painted brick surround, an ebony-finished fir mantle, a mottled glazed ceramic tile hearth, and a pair of matching original brass wall scones. The east wall of the living room features the open reception hall in the southeast corner of the first floor, and a four-foot-wide interior staircase on the east wall. The staircase ascends east to a landing, turns north, and continues to the second floor. The stairway's landing is articulated with an ebony-finished built-in bench seat. The living room opens north through a wide flat arch into the dining room. The west wall of the dining room features a center built-in buffet/hutch with leaded- and stained-glass doors, and original brass hardware. The north wall in the dining room is illuminated by a large fixed-pane picture window and a deep window sill. The east wall of the dining room has a wide flat arch and opens to a kitchen renovated in 2018. The kitchen features a continuation of the hardrock maple floor, new built-in cupboards, counters, sink and plumbing, and is finished with new appliances. The ceilings on the first floor are eight feet in height, and walls and ceilings are made of a combination of original lathe-and-plaster and contemporary drywall construction. A door on the north wall of the kitchen opens to a small powder room and an enclosed back porch at the northeast corner of the house. An original five-panel wood door on the kitchen's south wall opens to an unfinished basement. Heating is forced-air gas.

The interior staircase on the east wall of the living room leads to the second floor. Floors are fir, walls are a combination of original lathe-and-plaster and contemporary drywall, and ceilings are eight feet in height. A central hall opens to four bedrooms, a hall bathroom, and a five-panel door that opens to a staircase that rises to an unfinished attic. All of the woodwork, five-panel doors, and windows are original and covered with white paint. The master bedroom is located in the home's southwest corner with an *en suite* bathroom (shower, wash basin, toilet). The bathroom and shower have a ceramic tile

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<sup>1</sup> Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

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floor and were built in 2018. An original hall bathroom remodeled in 2018 is located in the center of the west wall and features a bathtub, washbasin, toilet, and ceramic floor. Three bedrooms with one closet each are located in the northwest, northeast, and southeast corners of the house.

***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

The exterior footprint of the Moye House was pictured in 1910 and 1953 Sanborn Fire Insurance maps, and nearly matches the home's current 2019 footprint. The difference occurred in 1971 and again in 2018 when the first-floor back porch at the northeast corner of the house was enlarged and remodeled two different times. In contrast, a 1959 Spokane County Tax Assessor's photo pictured the home's south façade in the same design and materials as exist in 2019.

In 2018, the interior of the house at the first and second floors was repaired, remodeled, and repainted with wide flat arches between the living room and dining room, and between the dining room and the kitchen. Built-in wood cupboards and cabinets, counter tops, new plumbing, and new appliances were installed in the kitchen. The northeast enclosed back porch was enlarged and rebuilt with a powder room. The hall bathroom on the second floor was rebuilt and remodeled with new fixtures and a new ceramic tile floor. A small 3/4 bathroom was constructed in the southwest corner bedroom. A new porch skirt was constructed and installed beneath the front porch. The house was repainted at the interior and exterior. The clinker brick chimney was repaired.

## ***SECTION 8: STATEMENT OF SIGNIFICANCE***

|                                      |                                 |
|--------------------------------------|---------------------------------|
| <b><i>Area of Significance</i></b>   | <b><i>Architecture</i></b>      |
| <b><i>Period of Significance</i></b> | <b><i>1908</i></b>              |
| <b><i>Built Date</i></b>             | <b><i>1908</i></b>              |
| <b><i>Builder</i></b>                | <b><i>Albion McGlauflin</i></b> |

### ***SUMMARY STATEMENT***

Built in 1908, the Edward A. & Clara B. Moye House is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance as a typical representation of the Craftsman style with Swiss Chalet-style influence. The property is additionally eligible for listing as a contributing historic resource in the Booges Addition Spokane Register Historic District. The property's period of significance is defined as the year it was built in 1908. Edward Moye was the construction supervisor and then general manager of the Marshall-Wells Hardware Company store in Spokane for 20 consecutive years from 1908 to his death in 1928. The Marshall-Wells Hardware Company grew to become one of the largest and most prominent in the Pacific Northwest region.

### ***HISTORIC CONTEXT***

The Moye House was built on Block 3, Lot 9 in Booges Addition on Spokane's South Hill. Booges Addition is located between West Tenth and Fourteenth Avenues, and between South Madison and Cedar Streets for a total area of 16 blocks. Before Booges Addition was platted in 1888, the area was on a north-facing slope dotted with basalt boulders and rocky outcroppings, native pine and fir trees, grasses and wildflowers. According to Spokane County warranty deeds, the area at that time was owned by two Indian men (perhaps from the Spokane tribe), Enoch Siliquouya and Sio Sos-hum.<sup>2</sup> In 1883, the Northern Pacific Railway Company purchased 160 acres from the two Indian men for \$2,000. In 1890, the railroad sold a 16-block plat of the acreage to John Booge, a Spokane businessman and real estate developer, who named it Booges Addition. In addition to his work as a developer in Spokane, Booge was influential as a Spokane City Councilman and notary public, and owned Booge & McIntosh Real Estate Company.

Development in Booges Addition was slow to begin but rapidly increased by the early 1900s. As a result from an unprecedented boom in Spokane that witnessed a population of 25,000 swell to over 100,000 in ten years from 1900 to 1910, large homes were built in Booges Addition and the surrounding lower South Hill for Spokane's middle class and upper-middle class populace, including those employed as doctors, lawyers, entrepreneurs, real estate developers and businessmen in addition to bankers, managers, merchants and miners. Many men worked as managers of various businesses; women were employed as nurses, teachers and seamstresses; and young men and women were frequently hired as maids, chauffeurs, gardeners and other forms of domestic help. As

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<sup>2</sup> Spokane County Warranty Deed, Book C, Page 662. Spokane County Courthouse, Spokane, WA.

originally intended, most homes in the neighborhood were built as single-family residences but some homes were altered in the 1920s-1940s to accommodate multi-family apartment houses. Beginning in 1905, streets and sidewalks in the area were graded and paved, more homes continued to be constructed, and by 1920, development and subsequent settlement in Booges Addition was nearly complete.

### ***The Moyer House***

Exercising speculative risk, Spokane builder Albion McGlaulin and his wife Aleda McGlaulin in 1908 purchased Lot 9 on Block 3 in Booges Addition. They paid \$800 for the property and quickly built a single-family home within the next six months, agreeing to the following protective land use covenants:

- 1) Erect on said premises a "dwelling house" that would cost at least \$2,000 or more,*
- 2) Not allow any cheaper or temporary structure on said premises to be occupied for dwelling purposes,*
- 3) Not allow a building to be erected upon said premises for business purposes of any kind,*
- 4) Accept said warranty deed "inhibitions" to be "construed as a covenant running with the land,"*
- 5) "To continue in full force and effect and be binding" for a period of "five years from November 19, 1905."*

McGlaulin's speculative risk paid handsomely when he sold the land with the new house to Edward & Clara Moyer for \$6,500—more than eight times the cost of the lot, and three times the minimum \$2,000 home cost requirement stipulated in the above-referenced warranty deed covenants.

### ***Edward A. Moyer & Clara Bertch Moyer***

Born in Michigan and raised in Minnesota, Edward A. Moyer gained knowledge as a hardware store supervisor and purchasing agent from his days in the Army as a hardware specialist in Washington, DC. For his superior skills and experience, Marshall-Wells Hardware Company, located in Minnesota, hired and relocated Moyer to Spokane, Washington to oversee the supervision and management of the 1908 construction of the Marshall-Wells Hardware Company store at 131 E. Main Avenue. Successful from the beginning, the hardware store became known as one of the largest and most prominent in the Pacific Northwest region. After the hardware building was erected, Moyer was made the general manager of the entire store property. In city directories and newsprint, the store advertised the sale of "wholesale hardware, stoves, paints, electric supplies, harness and collars." Edward Moyer's name stood out in large, bold typeface in the alphabetical section of city directories as manager of the hardware store.

After arriving in Spokane in 1908, Moyer and his wife, Clara Bertch Moyer, bought the newly constructed Moyer House at 1224 W. Eleventh Avenue, and raised two sons (Bertch and Edward Jr). Moyer was associated with Knights Templar in Duluth,

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**MOYE HOUSE**

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Minnesota and Masonic organizations in Spokane. He died in Spokane at age 67 in 1928.<sup>3</sup>

***Subsequent Property Owners***

Anna Lesser purchased the Moye House in 1927. Her children Bessie, Lyla, and Theo all lived in the house. Bessie Lesser worked as a clerk for the Riley Candy Company, Lyla Lesser was a stenographer for a Spokane land bank, and Theo Lesser was a salesman for a “distributor of Hudson, Essex, and Dover motor cars.”<sup>4</sup>

In 1933, Claude C. Casey and his wife, Martha Casey, bought the property. They were the owners of Casey’s Department Store at 5101 N. Market Street in Hillyard, WA. The next year in 1934, they sold the property to Roy & Nora Mae Dodge for \$2,850. Although the sales figure for the property appeared low, the transaction took place at the height of the Great Depression in 1934 when money was scarce. Nora Mae Dodge was a sales clerk for the Caseys at the time and may have helped arrange the real estate deal.

The Dodges worked in downtown Spokane at 901-903 W. Riverside Avenue for Britton’s Dry Goods, which sold mens’ clothing and shoes, and ladies’ ready-to-wear apparel. While they owned the home, the Dodges leased the Moye House to various renters from 1936 to 1968.

In 1969, Lewis & Thelma Bressler purchased the property for \$9,750. Lewis was employed by Columbia Lighting Company as a machine operator and Thelma worked as a clerk for the VA Thrift Store. Lewis and Thelma leased a room in the Moye House to Rose & Chester Harkins, a machinist for Critzer Equipment. By 1980, Thelma & Lewis Bressler worked as fabricators for Columbia Lighting Company, and rented a room in their home to Robert and his wife, Peggy Graham, an employee of the City of Spokane.<sup>5</sup>

In 2018, Damian Putney and William Ballard, a successful contractor/development team, purchased the property and completely rehabilitated it. One year later in 2019, educational marketing professional Aaron Gleason, and his wife, Annie Gleason, a registered nurse, bought the property and currently reside in it with their family.

***ARCHITECTURAL SIGNIFICANCE***

***Category C***

***Craftsman Style***

The Moye House is a textbook example of the Craftsman style. The style evolved from the Arts & Crafts Movement that began in England around 1850, and became popular when “Gustav Stickley made it the title of his magazine, *The Craftsman*, which he published between 1901 and 1916.”<sup>6</sup> The term “Craftsman style” was used to describe home design, home interiors and built-ins, decorative arts, and even a way of life. The

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<sup>3</sup> *Spokane Daily Chronicle*, June 1928 and *Spokesman-Review*, July 1928

<sup>4</sup> City directories.

<sup>5</sup> City directories.

<sup>6</sup> Duchscherer, Paul, 1995.

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Craftsman aesthetic was grounded to Nature and espoused “natural” building materials such as wood shingles, indigenous stone or river rock, smooth brick and textured clinker brick, stucco, wrought iron, and leaded and beveled glass. Horizontal orientation was accentuated instead of the vertical lines so popular in former Queen Anne-style homes. Horizontal emphasis for Craftsman-style homes was achieved through low-pitched roof designs; deep eave overhangs that cast strong horizontal shadows; narrow-width horizontal clapboard siding; horizontal bands (stringcourses) that separated spaces identified as the basement, first floor, second floor and gable peaks; solid porch walls that anchored large square or battered porch pillars and posts; and extended rafter tails and bargeboards.

The Moye House well-illustrates the Craftsman style, an architectural tradition most associated with bungalows and homes built throughout the United States from about 1900 to 1930. Identifying features of the style include a one-story or one-and-one-half-story house with a medium- to low-pitched front gable roof (about one-third of all examples) with wide unenclosed eave overhangs, exposed roof rafters, and decorative (false) beams, braces and brackets.<sup>7</sup> Porches are partial or full-width and are supported by square or tapered porch piers, posts, pillars or columns. Covered porches are expansive and sometimes support large areas that are used as “outdoor living rooms.” Enclosed porch walls are common. A combination of two, three or four siding materials and styles are found, including narrow-width clapboard siding, shingle siding, stucco and brick or stone, or both. Tudor Revival and/or Swiss Chalet influence is sometimes seen with the addition of decorative false half-timbering and stucco infill in gable peaks and gable fields. Exterior walls may be flared at the lower edge of the wall as in the Moye House. Multi-colored textured clinker brick (oftentimes with cobbles and pieces of basalt rock) is found on mostly landmark examples. Windows are usually 1/1 double-hung designs, and sometimes feature multi-paned lights in various designs and materials (wood or leaded with stained glass) in stationary upper sashes. Interiors are commonly open and spacious with built-in furniture, including window seats, bookcases, buffets and hutches, drop-leaf desks, telephone niches, linen closets, breakfast room tables/bench seats, and fireplace mantels and surrounds. Built-in furniture, wood floors, and woodwork are made of selected oak, fir, and maple, and are finished in ebony- or golden honey-hues handrubbed to deep, rich patinas—espousing the idea of “hand-crafted woodwork” in hand-crafted houses.

The Moye House well-depicts the Craftsman style through the following elements:

- 1908 built date corresponds to style’s period of construction 1900-1930
- One-and-one-half-story house
- Front-gabled roof
- Gable peaks articulated with false half-timbering and stucco infill—indicative of Swiss Chalet-style influence
- Full-width covered front porch (covered by home’s principal front-gabled roof)

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<sup>7</sup> McAlester, Lee & Virginia, 1989.



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- Thick square porch pillars/posts
- Enclosed porch wall
- Widely overhanging unenclosed roof eaves
- Exposed rafters and roof beams
- Pointed rafter tails
- Knee-brace brackets at gable ends
- Wide vergeboards with tapered ends
- Combination of three different cladding materials: wood clapboard, wood shingles, stucco
- Horizontal stringcourse bands that separate cladding treatments
- Flared walls
- 1/1 double-hung windows
- Clinker brick & cobble chimney and porch footings
- Spacious interior floorplan
- Built-in buffet/hutch, and a stairway landing window seat
- Oak and fir floors, woodwork, and built-in furniture

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**PLAT MAP**

***1224 W. 11th Avenue  
Spokane, WA***

***Spokane County Tax Parcel number: 35193.1508  
Booges Addition, Block 3, Lot 9***

Spokane County Tax Assessor Records

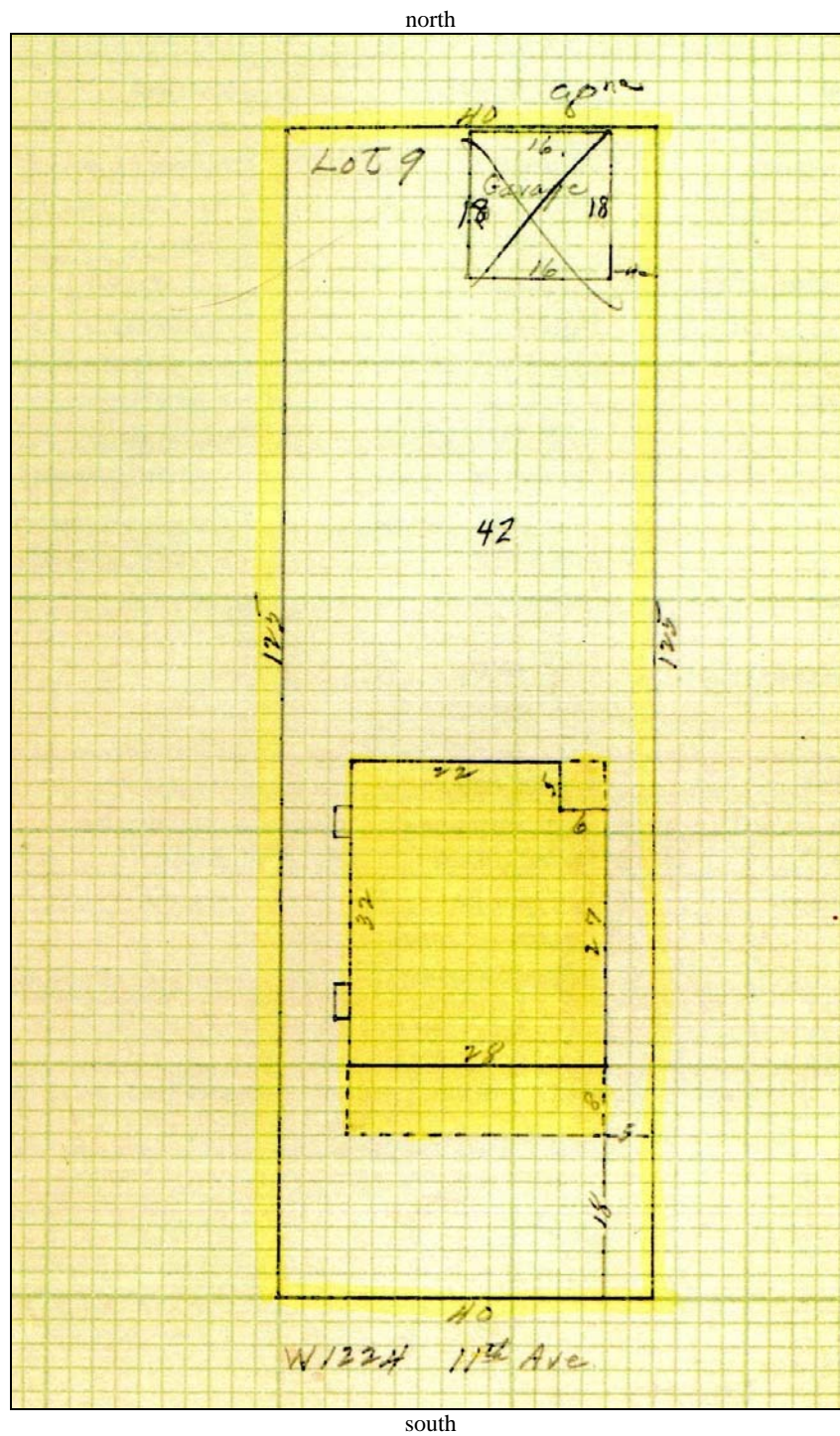
**PLAT MAP**

***1224 W. 11th Avenue  
Booges Addition, Block 3, Lot 9***

(Lot 9 outlined in black ink on map)

Source: Spokane County Tax Assessor Records

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**SITE PLAN**  
**Moye House**  
**1224 W. 11th Avenue**



Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

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*Moye House, looking north at south façade in 2019*



*Moye House, looking northwest at west face and south façade in 2019*

Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

---



*Moye House, looking north at west face of house in 2019*



Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

---



*Moye House, looking at the north rear face in 2019*



*Moye House, looking south at north rear face in 2019*



Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

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*Front reception hall entrance in 2019—front door on right, staircase on east wall, original fir woodwork and maple floors*



*East wall stairs in living room, looking east in 2019*

Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

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*Living room in southwest corner of first floor in 2019, looking southwest*



*Living room and dining room in 2019—living room in southwest corner of first floor, dining room in northwest corner of first floor*

Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

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*Built-in buffet-hutch in dining room on west wall in 2019—notice original hardware, stained and leaded-glass door on hutch, and ebony-finished oak used to construct built-in buffet-hutch*



*Original Craftsman-style chandelier, circa 1908*

Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

---



*Kitchen on east wall in northeast corner of first floor in 2019*



*Kitchen in northeast corner of first floor in 2019*



Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

---



*Kitchen in northeast corner of first floor in 2019*



*Second floor, looking at northwest and northeast bedrooms at rear of house in 2019*

Spokane City/County Register of Historic Places Nomination  
MOYE HOUSE

---



*Bathroom in southwest master bedroom in 2019*



*From center hall, looking into southeast and southwest bedrooms at front of house  
on second floor in 2019*



*Hall bathroom on west wall on second floor in 2019*

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

10/14/2019

Date Rec'd

10/1/2019

Clerk's File #

OPR 2019-0844

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVALL 625-6543

Project #Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - RIPOLI-SCARPELLI NOMINATION TO SPOKANE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Ripoli-Scarpelli Building, 2012-2014 E Sprague Avenue on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Ripoli-Scarpelli Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study SessionDivision Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

|  |  |  |
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# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Ripoli-Scarpelli Building – 2012-2014 E Sprague Ave**

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Completed in 1909; the Ripoli-Scarpelli Building meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- The 1909 Ripoli-Scarpelli Building is eligible under Category A due to its association with broad patterns of commercial development along East Sprague Avenue between Helena and Altamont Streets from 1909 to 1945, when the macaroni factory ceased operation.
- The Ripoli-Scarpelli Building is also an eligible property under Category B due to its association with a significant Italian family and its patriarch Antonio Scarpelli, known in early 20<sup>th</sup> century Spokane as the "father of the Italian colony of the city."

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Ripoli-Scarpelli building retains good integrity in its original location, design, materials, workmanship, and association. The building retains its original form and fenestration pattern. The storefront, while rebuilt, maintains a historically appropriate design with large glazing and wood detailing. The most notable change to the building's exterior is the addition of a painted concrete skim coat covering the original brick construction on the north façade and wrapping around the east and west facades.
- The interior of the Ripoli-Scarpelli Building is open with exposed brick on both the first and second floors, and features a single staircase anchored to the east wall. The interior of the building is separated in two halves by four wooden posts that run north-south. The interior of the building is void of any original partition walls or finish material.
- The basement retains the remnants of a freight elevator and coal chute on the south side of the building.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

#### **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Ripoli-Scarpelli Building according to the appropriate criteria at a public hearing on 9/18/19 and recommends that the Ripoli-Scarpelli Building be listed on the Spokane Register of Historic Places.

After Recording Return to:  
City Clerk  
Spokane City Hall  
808 W Spokane Falls Blvd  
Spokane, WA 99201

***NOTICE OF MANAGEMENT AGREEMENT***

*NOTICE IS HEREBY GIVEN that the property legally described as:*

***LOT 3, BLOCK 5, WADSWORTH AND MCDONALDS ADDITION, ACCORDING TO PLAT  
RECORDED IN VOLUME "A" OF PLATS, PAGE 71; SITUATE IN THE CITY OF  
SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.***

*Parcel Number(s) 35212.0503, is governed by a Management Agreement between the City of Spokane and the  
Owner(s), Pilastro, LLC, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into  
pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the  
property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating  
Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify  
that the original Management Agreement is on file in the Office of the City Clerk under File No.\_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **18th** day of **September 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Pilastro, LLC** (hereinafter "Owner(s)"), the owner of the property located at **2012 East Sprague Avenue, Spokane, WA 99202** commonly known as the **Ripoli-Scarpelli Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



Owner

STEVE SCHMAUTZ

Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
David A. Condon

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

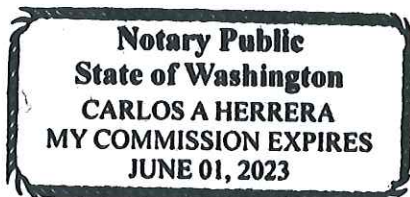
\_\_\_\_\_  
Assistant City Attorney

STATE OF WASHINGTON )  
County of SPOKANE ) ss.

On this 10TH day of SEPTEMBER, 2019, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, personally STEVE SCHMAVITZ appeared

STEVE SCHMAVITZ, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE (he/she/they) signed the same as HIS (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10TH day of SEPTEMBER, 2019.



[Signature]  
Notary Public in and for the State  
of WASHINGTON, residing at SPOKANE  
My commission expires 6/1/2023

STATE OF WASHINGTON )  
County of Spokane ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

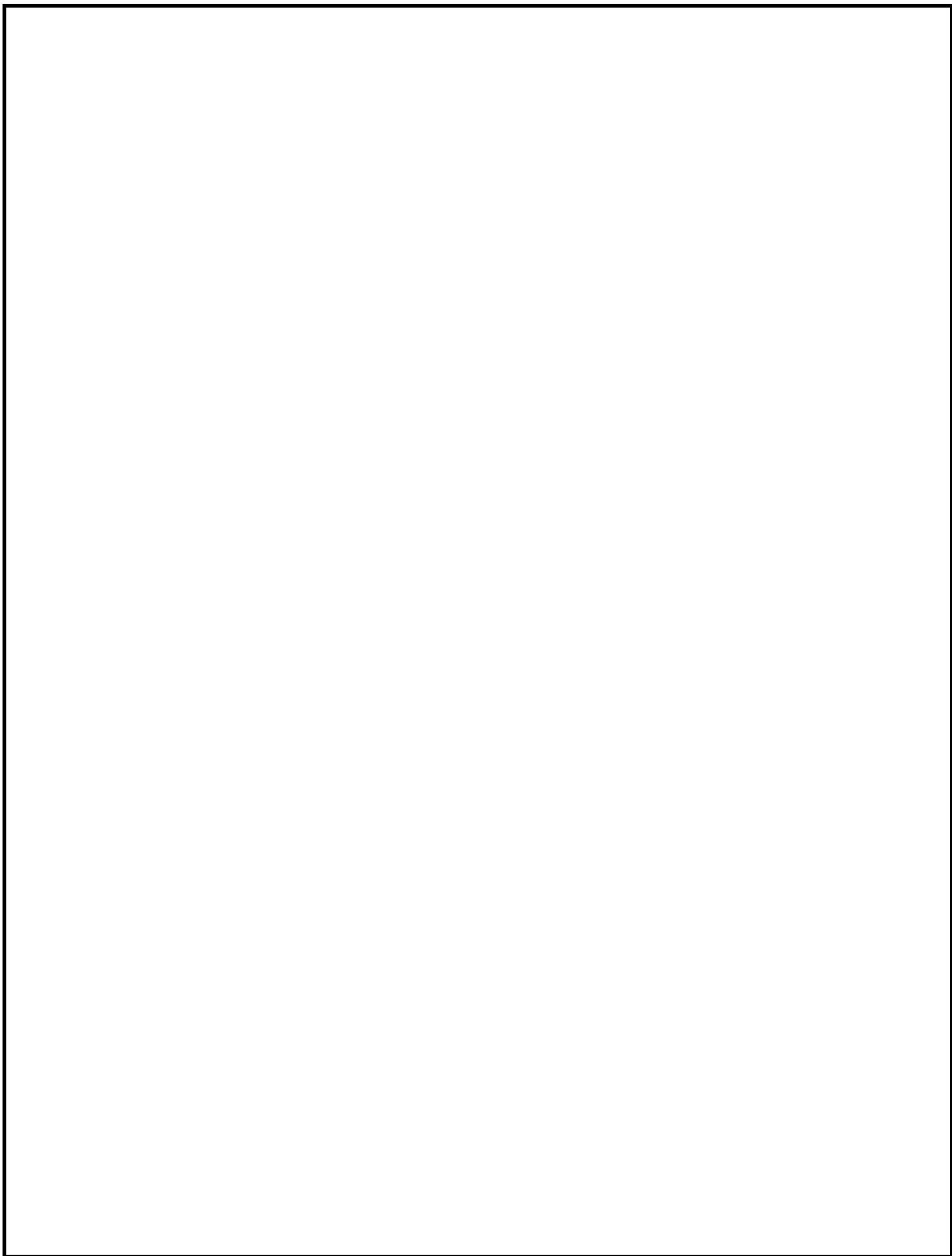
**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.





## *Spokane Register of Historic Places Nomination*

*Spokane City/County Historic Preservation Office, City Hall, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

### **1. HISTORIC NAME**

|               |  |
|---------------|--|
| Historic Name | <b>RIPOLI-SCARPELLI BUILDING</b>   |
| Common Name   | Ripoli Billiards & Pool Parlor, Gem Amusement & Moving Picture Theater, Scarpelli Brothers Macaroni Factory, East Sprague Adult Book Store |

### **2. LOCATION**

|                       |                           |
|-----------------------|---------------------------|
| Street & Number       | 2012-14 E. Sprague Avenue |
| City, State, Zip Code | Spokane, WA 99202         |
| Parcel Number         | 35212.0503                |

### **3. CLASSIFICATION**

|  |   |   |  |   |
|--|---|---|--|---|
| <b>Category</b>                              | <b>Ownership</b>                            | <b>Status</b>                                       | <b>Present Use</b>                             |   |
| <input checked="" type="checkbox"/> building | <input type="checkbox"/> public             | <input checked="" type="checkbox"/> occupied        | <input type="checkbox"/> agricultural          | <input type="checkbox"/> museum         |
| <input type="checkbox"/> site                | <input checked="" type="checkbox"/> private | <input type="checkbox"/> work in progress           | <input checked="" type="checkbox"/> commercial | <input type="checkbox"/> park           |
| <input type="checkbox"/> structure           | <input type="checkbox"/> both               |   | <input type="checkbox"/> educational           | <input type="checkbox"/> religious      |
| <input type="checkbox"/> object              | <b>Public Acquisition</b>                   | <b>Accessible</b>                                   | <input type="checkbox"/> entertainment         | <input type="checkbox"/> residential    |
|  | <input type="checkbox"/> in process         | <input checked="" type="checkbox"/> yes, restricted | <input type="checkbox"/> government            | <input type="checkbox"/> scientific     |
| <b>Site</b>                                  | <input type="checkbox"/> being considered   | <input type="checkbox"/> yes, unrestricted          | <input type="checkbox"/> industrial            | <input type="checkbox"/> transportation |
| <input checked="" type="checkbox"/> original |   | <input type="checkbox"/> no                         | <input type="checkbox"/> military              | <input type="checkbox"/> other          |
| <input type="checkbox"/> moved               |   |   |  |   |

### **4. OWNER OF PROPERTY**

|                         |                                   |
|-------------------------|-----------------------------------|
| Name                    | Pilastro LLC c/o Steve Schmautz   |
| Street & Number         | 108 N. Washington Street #500     |
| City, State, Zip Code   | Spokane, WA 99201                 |
| Telephone Number/E-mail | 509-462-9305, steve@sdsrealty.com |

### **5. LOCATION OF LEGAL DESCRIPTION**

|                               |                           |
|-------------------------------|---------------------------|
| Courthouse, Registry of Deeds | Spokane County Courthouse |
| Street Number                 | 1116 West Broadway        |
| City, State, Zip Code         | Spokane, WA 99201         |
| County                        | Spokane                   |

### **6. REPRESENTATION OF EXISTING SURVEYS**

|                            |  |
|----------------------------|--|
| Title                      | City of Spokane Historic Landmarks Survey  |
| Date                       | Federal____ State____ County____ Local____ |
| Location of Survey Records | Spokane Historic Preservation Office       |

**Spokane City/County Register of Historic Places Nomination  
RIPOLI-SCARPELLI BUILDING**

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**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☐ excellent  
☒ good  
☐ fair  
☐ deteriorated  
☐ ruins  
☐ unexposed

**Check One**

☐ unaltered  
☒ altered

**Check One**

☒ original site  
☐ moved & date

**8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE**

*(continuation sheets attached)*

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☒ **B** Property is associated with the lives of persons significant in our past.
- ☐ **C** Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ **E** Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

*Bibliography is found on one or more continuation sheets.*

**10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.**

*Items are found on one or more continuation sheets.*

**11. GEOGRAPHICAL DATA**

|                               |  |
|-------------------------------|--|
| Acreage of Property           | Less than 1 acre.  |
| Verbal Boundary Description   | Wadsworth & McDonalds Addition, Block 5, Lot 3                         |
| Verbal Boundary Justification | Nominated property includes entire parcel and urban legal description. |

**12. FORM PREPARED BY**

|                               |   |
|-------------------------------|---|
| Name and Title                | Linda Yeomans, Consultant                           |
| Organization                  | Historic Preservation Planning & Design             |
| Street, City, State, Zip Code | 501 West 27 <sup>th</sup> Avenue, Spokane, WA 99203 |
| Telephone Number              | 509-456-3828  |
| Email Address                 | lindayeomans@comcast.net                            |
| Date Final Nomination Heard   | September 18, 2019                                  |

Spokane City/County Register of Historic Places Nomination  
RIPOLI-SCARPELLI BUILDING

**13. SIGNATURE(S) OF OWNER(S)**



**14. FOR OFFICIAL USE ONLY**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor—City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



*Ripoli-Scarpelli Building in 2019*

## ***SECTION 7: DESCRIPTION OF PROPERTY***

### ***Summary Statement***

Built in 1909, the Ripoli-Scarpelli Building is a two-story commercial structure with brick masonry construction. The property's fenestration patterns are symmetrical and include a series of windows and doors that punctuate the north façade, south rear face, and east and west faces. Merchandise display windows with transoms and brick bulkheads are located between two pedestrian doors at street-level, and distinguish the front of the building. The display windows, pedestrian doors, and upper-story windows on the building's north face form a cohesive design articulated by protective black-colored metal shed awnings mounted over the windows and doors. Similar to many warehouses, the interior of the Ripoli-Scarpelli Building is open and expansive with exposed brick on both the first and second floors, and features a single staircase anchored to the east wall. The property retains good integrity in its original location, design, materials, workmanship, and association.

### ***CURRENT APPEARANCE & CONDITION***

#### ***Site***

The Ripoli-Scarpelli Building fronts north along East Sprague Avenue at address numbers 2012 and 2014, less than a mile-and-a-half east of downtown Spokane. The

**Spokane City/County Register of Historic Places Nomination**  
**RIPOLI-SCARPELLI BUILDING**

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building abuts a paved public sidewalk along the south side of Sprague Avenue at the extreme north boundary of Lot 3 on Block 5 in the Wadsworth & McDonalds Addition. Lot 3 is 50 feet wide and 142 feet deep, and located on a level grade. Historic buildings along East Sprague Avenue were built mostly during the early 1900s through the 1960s. Incompatible contemporary infill with parking lots, automobile sales lots, commercial buildings, and multi-family apartments is located among the historic streetscape.

***Building Exterior***

The Ripoli-Scarpelli Building is 50 feet wide as it fronts East Sprague Avenue, and 60 feet deep. A single-story brick masonry construction warehouse addition was built on the building's southeast corner in 1929 (Spokane building permit #33679), and measures 24 feet wide and 28 feet deep. With the addition, the Ripoli-Scarpelli Building has an L-shaped footprint. The 1909 building has a plain parapet with metal coping at the north façade and east, west and south faces. The 1929 addition has a parapet at its south, east and west faces. Both the 1909 and 1929 structures have flat stepped roofs covered with a built-up tar surface. Built and installed in the 2000s as a protection from outside elements, dark brown-colored metal panels enclose a narrow exterior staircase, which is located on the building's west face. Behind the 1909 building and its 1929 warehouse addition is level grade with a graveled driveway and parking space that abuts a graveled east-west alley at the property's south border.

The north façade's first and second stories of the brick construction Ripoli-Scarpelli Building are covered with a thin layer of white-painted concrete. The concrete layer wraps 12 inches around the building's northeast corner to an adjoining one-story structure located next east, and wraps three feet around the northwest corner of the building to the next west adjoining structure. Window patterns at the property's north façade are symmetrical with street-level display windows at the first floor and five windows with flat arches on the second floor. A total of eight street-level display windows flank a single front entry pedestrian door located in the center of the first floor. The center front entry door is made of metal with a glazed vertical light, and retains a transom window above the door. A group of four display windows with transoms and a three-foot-high wood bulkhead are located next west of the front entry door. A duplicate group of four street-level display windows, transoms, and wood bulkhead are located next east of the center front entry door. A single wood street-level pedestrian door with a transom window is located at the east end of the north facade. Display windows and both entry doors are shaded by plain black metal shed-style awnings attached to the building. The five windows on the second floor are new metal-sash units with fixed panes. The original height of the windows was shortened at the lower edge with wood infill that is painted white to match the white-painted concrete slip. Wood frames surround the second-story windows, street-level display windows, and the two pedestrian doors. Like the display windows and entry doors at street-level, the five windows on the second story are also shaded by shed-style metal awnings.

The east face of the building reveals red brick masonry construction with a common bond pattern. Five symmetrically placed window openings with brick flat arches illuminate the

second story of the building. The windows are fixed-pane units with metal sash, and have been shortened at the lower edge with wood infill painted to match the color of the exterior brick. The first floor of the east face is adjoined to the next east one-story brick building.

The west face of the 1909 building reveals red brick masonry construction with common bond. Like the east face, five symmetrically placed windows at the second story punctuate the west face above the adjoining next west one-story building. The window openings have been shortened at the lower edge and infilled with wood panels. Windows are made of fixed-pane lights with metal sash.

The south rear of the building features the 1929 addition at the southeast corner. On the 1909 building, the exposed south rear wall reveals brick masonry construction with common bond. A group of five windows of different sizes punctuate the second story. The windows all have brick flat arches and fixed panes. In contrast, one original multi-paned wood-sash window is located on the ground floor next west of the addition. The 1929 addition is one-story brick masonry construction with parapets at the east, west and south faces. The roof is flat with built-up tar. Parapets are protected with metal coping. A single metal warehouse door is located in the center of the addition's south elevation, and three windows are located on the east face, and three windows are located on the west face.

### ***Building Interior***

The interior of the 1909 building is separated in two halves by four wooden posts that run north-south. The interior of the building is open and void of any original partition walls or finish material. The floor is covered with laminate flooring that is very similar in appearance to hardwood floors. Walls are exposed brick masonry construction. Windows and window sills are framed with wide three-inch wood. The ceiling is 15 feet high and features exposed ceiling beams and rafters. A wood staircase attached to the east wall rises to the second floor (a smaller staircase descends to an unfinished basement). The entire second floor is open with no interior partition walls. The ceiling is eight feet high and is finished with painted drywall. The floor is made of diagonal subfloor boards painted white. Perimeter walls are brick masonry construction with symmetrically placed windows on all four walls. Wide three-inch wood frames and sills surround each window.

The 1909 building opens south into the 1929 addition. The addition was built as a warehouse and is a single story with 15-foot-high ceilings, three windows on the west wall, three windows on the east wall, and one center warehouse door on the south wall. The floor is poured concrete, the walls are exposed brick masonry construction, and the ceiling features exposed beams and rafters. Wood frames and sills surround each window. The interior area of the first floor in the 1909 building and 1929 addition is recorded as 3,312 square feet in Spokane County Tax Assessor records.<sup>1</sup>

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<sup>1</sup> Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

**Spokane City/County Register of Historic Places Nomination**  
**RIPOLI-SCARPELLI BUILDING**

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***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

The 1909 Ripoli-Scarpelli Building is pictured on an updated 1910-1917 Sanborn Fire Insurance Map without the 1929 warehouse addition built at the rear southeast corner of the property. The updated 1910-1917 map also pictured a small, single-story 16-foot-wide by 12-foot-deep brick structure built in 1907 behind the commercial Ripoli-Scarpelli Building. Its use was indicated on the Sanborn map as an “office” and its post office address was noted as 2012 ½ East Sprague Avenue. The 1953 Sanborn Fire Insurance Map pictured the 1929 warehouse addition built onto the southeast corner of the commercial building but did not include the small office located at the rear of the Ripoli-Scarpelli Building.

Modifications to the property include:

1911-12        A “moving picture” theater was built for \$1,285 (Spokane building permit #3163).

1917        Unknown alterations were made to the Scarpelli Brothers Macaroni Factory inside the building (building permit #8076).

1920        Unknown alterations were made to the small brick office building located south behind the 1909 building (building permit #11653).

1929        Fire-related repairs and a southeast rear warehouse addition were built at the Scarpelli Brothers Macaroni Factory for \$5,500 (building permit #33679).

1939        Fire-related repairs were made to the macaroni factory (building permit #59433).

1970s-80s    The north brick façade of the 1907-1909 building was covered with stucco.

2016        Stucco was removed and concrete was applied over the brick at the north façade. The facade was repainted white, upper story windows were shortened at the lower level, and new interior wood frames were installed around windows and doors. Exposed ceiling beams and rafters were painted dark brown in the first and second floors and in the warehouse addition. A small public restroom was constructed and installed on the first floor in the warehouse addition. A new wood staircase was built along the east wall in the 1909 building, and a laminate floor was installed on the first floor.



## **SECTION 8: STATEMENT OF SIGNIFICANCE**

### ***Summary Statement***

|                               |   |
|-------------------------------|---|
| <i>Areas of Significance</i>  | <i>Commerce-Trade, Industry-Manufacturing</i>   |
| <i>Period of Significance</i> | <i>1909-1945</i>  |
| <i>Built Date</i>             | <i>1909</i>   |
| <i>Architect</i>              | <i>Unknown</i>  |
| <i>Contractors</i>            | <i>Luigi Ripoli (1909 building)</i><br><i>Geo. Archambault (1909 building)</i><br><i>Carson Company (1909 building)</i><br><i>G.N. Hendricks (1912 theater alterations)</i> |

The Ripoli-Scarpelli Building at 2012-14 East Sprague Avenue in East Central Spokane is significant in the areas of “commerce-trade” and “industry-manufacturing.” The property is eligible for listing on the Spokane Register of Historic Places under Category A for its significance associated with broad patterns of development along East Sprague Avenue in East Central Spokane. It is also significant under Category B for its historic importance as the Scarpelli Brothers Macaroni Factory, and its association with founding partners Antonio Scarpelli and his four nephews: brothers Pasquale, Francesco, Giuseppe and Folicardo Scarpelli. The building’s period of significance is defined from 1909 when the building was constructed to 1945 when the Scarpelli Brothers Macaroni Factory was closed. The Ripoli-Scarpelli Building initially housed the first property owner Luigi Ripoli and his beer parlor/pool hall and “moving pictures” theater, known as the Gem Amusement Company. In 1917, the property’s second owner, Antonio Scarpelli, purchased the property for \$12,750.<sup>2</sup> He rehabilitated the property and opened the Scarpelli Brothers Macaroni Factory, which was operated and managed by his four nephews. A February 18, 1932 article in the *Spokane Daily Chronicle* described the on-going success of the business when the newspaper announced a “ton-and-a-half of macaroni products” were “produced daily” at the “Scarpelli plant.” For 28 years, the Scarpelli brothers successfully managed the Scarpelli Brothers Macaroni Factory as one of East Sprague Avenue’s most prominent and successful businesses.

### **HISTORIC CONTEXT**

#### ***Early Spokane***

Located next to a series of waterfalls on the Spokane River, the small settlement of Spokane was founded in 1873. In the 1880s, abundant gold and silver lodes were discovered in the Coeur d’Alene mining region just east of Spokane. Transportation was needed to haul the extracted gold and silver, which resulted in the establishment of numerous railroad routes that linked Spokane to the Mid-Western and Eastern United States. The community grew and gained recognition as a center for mining, lumber, agriculture, and rail transport. The city soon became a major Pacific Northwest railroad

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<sup>2</sup> *Spokane Daily Chronicle*, Feb 1925

hub with a large number of passenger and commercial transport trains and tracks owned by various railway companies throughout the country.

As rail transport increased, Spokane's population grew with job seekers and a large influx of people from the United States and Europe who sought a better and more productive life. The city experienced phenomenal population gains from roughly 20,000 in 1890, to over 36,000 by 1900. Ten years later in 1910, the city's population had grown at an unprecedented rate to more than 100,000 people. Commercial and residential neighborhoods in Spokane were platted, and supporting infrastructure was developed, including such amenities as graded roads, concrete sidewalks, available fresh drinking water, underground sewer systems, and street lights. One of these areas was located a little more than a mile east of downtown Spokane along East Sprague Avenue from Helena to Altamont Streets in East Central Spokane.

Before 1950, West First Avenue to Division Street, and East Sprague Avenue (from Division Street) bisected Spokane from west to east. The east-west thoroughfare was officially named U.S. Highway 10. It was a busy route through Spokane and extended east into and through the Spokane Valley, now incorporated as the City of Spokane Valley. Until the 1940-1950s, the Spokane Valley was a sparsely populated agricultural area with a variety of truck gardens and fruit & vegetable stands. U.S. Highway 10 was at that time affectionately and colloquially called the "Appleway" as it continued east to the Idaho state line. Today in 2019, East Sprague Avenue in the City of Spokane Valley is a busy and important east-west transportation corridor.

## ***HISTORIC SIGNIFICANCE***

### ***Category A***

The Scarpelli Brothers Macaroni Factory is historically significant under Category A for its association with broad patterns of commercial development along East Sprague Avenue between Helena and Altamont Streets from 1917 to 1945. In the late 1890s and early 1900s, East Sprague Avenue was a dusty and muddy dirt road, which was well-traveled by people, farm animals, and horse-drawn carriages, carts and wagons. In the early 1900s, East Sprague was improved with street grading and paving, and was populated with modest single-family homes and small barns.

As Spokane's population continued to grow in the teens, 1920s, 1930s, and 1940s, commercial businesses began replacing houses along East Sprague Avenue. Examples in East Central Spokane from Helena Street east to Altamont Street included the Scarpelli Brothers Macaroni Factory (1917-1945) along with blacksmith shops, stores with "second-hand goods" (not yet called antiques or collectibles), furniture manufacturers, cabinetmakers, the Union Park Bank, the Old National Bank, Banner Drug Company, laundries, hardware stores, bicycle repair shops, barber shops & beauty salons, shoe repair shops, clothing stores, dressmaker shops, grocery & meat markets, fruit stands, early supermarkets (Piggly Wiggly-McMarr Stores, Pay 'n Take It, Safeway Foods, Stone's Foods), cafes & restaurants, saloons/taverns/bars, bakeries & confectionaries, a nurseryman, a hay & horse market, Aslin-Finch feed, "tourist camps" (motel courts), a

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physician and dentist, and at least two multi-family brick apartment buildings (14 and 22 apartments each). Due to its importance as U.S. Highway 10, East Sprague Avenue also supported a variety of transportation services, including gas & oil filling/service stations, car dealerships, tire sales, automotive distributorships, automobile battery & repair shops, and wrecking yards.

By the 1950s-1970s, commercial development along East Sprague began to change with an ever-increasing occurrence of taverns and bars in addition to legal services (law, insurance, real estate, accounting), a variety of radio & electrical sales/repairs, vacuum & appliance sales/repairs, heating & plumbing sales/repairs, antique & collectible shops (no longer referred to as “second-hand” shops), and the first Zip’s fast-food drive-in restaurant to be built in the area. During this time, vacancies in commercial buildings increased when traffic along East Sprague Avenue decreased due to the replacement of Highway 10 and East Third Avenue by multi-lane freeway U.S. 90 that extended east from Seattle, through Spokane to Coeur d’Alene and beyond.

With significantly decreased automobile and truck traffic along East Sprague Avenue, commercial shops and stores advertised an array of products and services in the 1980s-2000 that illustrated a much different culture in Spokane at the time. These included several bars & taverns, guns & firearm sales/repairs, TVs and repairs, office machines/printing services, and security systems sales. An unusual eclectic mix of social services emerged with massage parlors, adult book stores, exotic burlesque dancers & “pretty girls,” and larger bars and beer halls with televised sports viewing, which surprisingly alternated with senior centers, a disabled veterans’ club, a Christian ministry association, the New Apostolic Church, and a divorce agency.

### ***HISTORIC SIGNIFICANCE***

#### ***Category B***

The Ripoli-Scarpelli Building meets eligibility requirements for listing on the Spokane Register of Historic Places under Category B for its associative values with significant persons. The Ripoli-Scarpelli Building and the Scarpelli Brothers Macaroni Factory was associated with the lives of Antonio Scarpelli and his four nephews—brothers Pasquale, Francesco, Giuseppe and Folicardo Scarpelli. Named after the four brothers, the factory was in operation on East Sprague Avenue for 28 contiguous years from 1917 to 1945.

In 1904, Frederic & Margaret Elmendorf, owners and proprietors of Elmendorf & Elmendorf, a prominent real estate-loan-insurance-investment company in downtown Spokane, sold Lot 3 on Block 5 in the Wadsworth & McDaniels Addition for \$400 to real estate agent William Niedermeyer. The property was located at 2012-14 East Sprague Avenue east of downtown Spokane.

### ***Luigi Ripoli***

In 1904, Italian immigrant Luigi Ripoli purchased Lot 3 from Niedermeyer for \$325.<sup>3</sup> Ripoli lived and worked as a Spokane shoemaker at S. 174 Howard Street when he bought the lot. In 1907, Ripoli listed himself in city directories as a “contractor,” and built a small brick, single-story structure at the south end of Lot 3.<sup>4</sup> An updated 1910-1917 *Sanborn Fire Insurance Map* pictured a footprint of the house and identified it as an “office” building instead of a residence.<sup>5</sup> Nevertheless, Ripoli called the building his home and continued to reside in it.<sup>6</sup>

Two years later in 1909, Luigi Ripoli built the two-story brick masonry Ripoli-Scarpelli Building on the north boundary of Lot 3, which abuts East Sprague Avenue. Spokane building permits from 1909 indicate he hired Spokane building contractor George Achambault and Carson & Company.<sup>7</sup> When construction of the Ripoli-Scarpelli Building was complete, Ripoli occupied it with his Gem Amusement Company, which offered a beer parlor and pool hall on the east half of the first floor (2014 E. Sprague Avenue), and a “moving pictures” theater in the west half of the building (2012 E. Sprague Avenue).

On May 16, 1910, Antonio Scarpelli, founding partner of the Scarpelli Brothers Macaroni Factory, paid \$10,600 for the two-story brick commercial building just constructed by Ripoli and his professional contractors at 2012-14 East Sprague Avenue. The real estate transaction, however, was reversed, and Ripoli continued to use the property for his Gem Amusement activities, and live in the house behind the building for the next seven years. In 1912, Spokane building permits list Ripoli as hiring building contractor G. N. Hendricks to complete “alterations” to the Gem Amusement property and its theater at a cost of \$1,285 (Spokane building permit #3163, January 1912).

Due to bankruptcy and foreclosure, Ripoli’s property at 2012-14 East Sprague Avenue was sold at public auction on February 5, 1917 by Spokane County Sheriff George Reid to Antonio Scarpelli for \$12,750. Scarpelli was listed as the “highest bidder” and was awarded a warranty deed for the property. Ripoli, however, would not leave the property so Scarpelli was “granted a writ of assistance” by a Spokane County Court that ordered the Sheriff to “oust Luigi Ripoli from the premises at 2014 E. Sprague Avenue.”<sup>8</sup> Ripoli vacated the property.

### ***Antonio Scarpelli and His Four Nephews***

Antonio Scarpelli was born in 1857 in Rovito, Italy, south of Naples in the Calabria region. He immigrated to America in 1882, and settled in Spokane in 1900. For ten years, he worked as a building and railroad contractor, becoming wealthy. After he

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<sup>3</sup> Spokane County public records, warranty deed #95628, 15 March 1904.

<sup>4</sup> Spokane Polk’s City Directories.

<sup>5</sup> Sanborn Fire Insurance Map, 1910.

<sup>6</sup> *Spokesman-Review*, February 1917.

<sup>7</sup> Spokane building permits—January, April, May, October 1909.

<sup>8</sup> *Spokane Daily Chronicle*, 1917.

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purchased Ripoli's commercial brick building on East Sprague Avenue in 1917, Antonio and his wife, Rosa, lived in the small brick house (address number 2012 ½) located behind the commercial structure. Well-respected by his Italian countrymen, Antonio was a former treasurer of the Macaroni-Colombo Society, an owner of a lounge called the Inland Club, editor of *LaVita* Italian newspaper in Spokane, and was "known in Spokane as the father of the Italian colony of the city"—a name sometimes given to an accomplished, older and respected Italian man by a city's Italian community."<sup>9</sup> After Antonio's death in 1925, Joseph Plastino, a wealthy land owner and businessman involved in Spokane real estate, insurance, contracting and construction work, succeeded Antonio as the "father" of the Italian colony in Spokane.<sup>10</sup>

Antonio had four sisters (Sofia, Concetta, Barbara, Filomena) and one brother, Raphael Scarpelli. Raphael and his wife, Adelaide Palmeri, had four sons—Pasquale, Francesco, Guiseppe, and Folicardo. In 1917, Antonio organized the founding and development of a macaroni pasta factory to be located in the two-story brick commercial building he purchased at 2012-14 East Sprague Avenue.<sup>11</sup> He and his nephews Pasquale, Francesco, Giuseppe and Folicardo spearheaded the establishment, growth, and successful management of the business, which they named the Scarpelli Brothers Macaroni Factory. Giuseppe was acting president of the macaroni factory, Francesco was vice-president, Pasquale was secretary/treasurer, and Uncle Antonio was the salesman for the macaroni factory. He oversaw the operation of the macaroni factory until his death eight years later in 1925 at age 68.<sup>12</sup>

Pasquale (Charlie) Scarpelli was born in 1880 in Rovito, Italy and immigrated to America in 1893. For several seasons he was employed as a clown and tumbler with Ringling Brothers Circus then worked in Canada as a waterboy on a railroad construction gang. He moved to Spokane in 1896. In 1908, he returned to Italy, married his sweetheart Carmella Ambrosio, and moved back to Spokane. They had six children: Antonio, Ralph, Della, Mary, Rosie and Edith Scarpelli. From 1917 to 1941, Pasquale worked as secretary/treasurer and co-manager of the Scarpelli Brothers Macaroni Factory on East Sprague Avenue. In 1953, he opened Scarpelli's Restaurant in the Spokane Valley at 6315 E. Sprague Avenue. Pasquale Scarpelli died at age 98 in 1979.

Francesco (Frank) Scarpelli was born in 1883 and immigrated from Rovito to Spokane when he was 21 years of age. He married Mary Wise, divorced, and never remarried. He worked at different restaurants and confectionaries in Spokane, including employment as a cook for the Silver Grill and Hotel Spokane from 1907 through 1910, a clerk for confectioners Whaltier & Fabiano, and as vice-president of Colombo Manufacturing Company from 1910-1917 (10-30 S. Freya Street). In 1917, the Scarpelli Brothers Macaroni Factory was established at 2012-14 East Sprague Avenue and Francesco was employed as the company's vice-president until the company closed in 1945. An active

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<sup>9</sup> Spokane Daily Chronicle, 1925.

<sup>10</sup> Durham, 1912. Joseph Plastino married Susetti Scarpelli (Antonio Scarpelli's daughter).

<sup>11</sup> Ibid.

<sup>12</sup> Ibid.

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member of Oriental Masonic Lodge No. 74, Scottish Rite Bodies, and El Katif Shrine, Francesco died at age 81 in 1965.

Giuseppe (Joe) Scarpelli was born in 1888, and immigrated from Italy to America at age 16 with his brother, Francesco, in 1904. He married Adeli Ambrosio with whom he had three children: Anthony, Minot, and Louise. From 1910 through 1916, he worked at the Colombo Manufacturing Company. When the Scarpelli Brothers Macaroni Factory at East Sprague Avenue opened in 1917, Giuseppe was employed at the factory as president until the business closed in 1945. He died in 1954 at age 66.

Folicardo (Phillip) Scarpelli was born in Rovito in 1891, immigrated to America, and helped establish and manage the Scarpelli Macaroni Factory in Spokane. Folicardo was later appointed company vice-president when his brother Francesco became treasurer. He eventually moved to Portland, Oregon, and married Gabriella Spadafore, who bore their son Ralph and daughter Theresa Scarpelli. Folicardo remained in Portland until his death in 1978 at age 87.

Immigration and the move to Spokane was not easy for the Scarpelli family and other Italians in the late 1800s and early 1900s. Not knowing the English language spoken by Americans was difficult, and food and shelter was nearly non-existent. However, many Italian men said that when they came to Spokane, they were able to find employment working as lumbermen, miners or for a number of railroads. Language was a problem but like everyone else from a foreign land, they learned English. As *Spokesman-Review* reporter Dorothy Powers stated in a December 1984 article, “the toughness of the cultural terrain didn’t even slow the Italians down. They simply reshaped it to their liking.”<sup>13</sup> Powers adds, “Spokane boasts so many Italians nobody quite has a count.” Estimates in 1984 were 2,000-3,000 Italians or people of Italian heritage lived in Spokane and the surrounding region. In a 1971 article in the *Spokane Daily Chronicle*, writer Jim Dullenty remarked “the general upsurge in minority pride and concern for cultural heritage has affected American-Italians as well as other minorities and ethnic groups with renewed zeal to maintain their arts and culture.” The reorganization of ethnic clubs like the American-Italian Club, Sons of Italy, Daughters of Italy, and other organizations have helped spur such efforts. Today in 2019, third- and fourth-generation Italians in Spokane fondly remember stories from their parents, grandparents, and great-great grandparents who were ultimately thankful they immigrated to America.

***The Scarpelli Brothers Macaroni Factory***

The Scarpelli Brothers Macaroni Factory filed a “trademark registration” for various macaroni products on April 30, 1917 at a United States Patent Office in Spokane, Washington. *The American Miller*, a monthly professional journal devoted to the art and science of milling, published the macaroni factory’s registration on June 19, 1917 with “serial number 103,431,” which appeared in the magazine’s August 1, 1917 issue.<sup>14</sup> The

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<sup>13</sup> *Spokesman-Review*, December 1984.

<sup>14</sup> United States Patent Office, 1917. The U.S. Patent Office recorded the serial number with a comma as 103,431.

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registered trademarks were for “Golden West macaroni products, more particularly macaroni, spaghetti, vermicelli, short art macaroni, noodles, sea shells, alphabets, and other kinds of fancy-shaped macaroni pasta.”<sup>15</sup> By 1921, Scarpelli Brothers Inc. was advertising three trademark brands—Golden West, La Pantera and Gragnano—which represented products made at their macaroni factory at 2012-14 E. Sprague Avenue.<sup>16</sup>

An article in a January 1917 *Spokesman-Review* newspaper article reported the Scarpelli Brothers Macaroni Factory will open March 1, 1917 in their building at 2012-14 E. Sprague Avenue. The factory will have a “capacity sufficient to consume 30 barrels of flour a day...the building it will occupy is two stories, 44 by 50 feet.”<sup>17</sup> Factory president Guiseppe Scarpelli explained “the pasta flour and water is mixed without being cooked. After the mixing and kneading, the mass is put into a hydraulic press, by which 5,000 pounds pressure is applied, forcing the mixture through innumerable tiny holes of the desired size and shape. The plate in the bottom of the press can be changed for making different sizes of macaroni, spaghetti, and vermicelli. We shall even make what is known as capillini—which is literally ‘little hairs’ in Italian.” Guiseppe added “the secret of making good macaroni...is in the drying. Our drying rooms will embody the latest ideas. The fans will be big ones of wood, which revolve slowly, forcing heated air over the macaroni” to prevent breakage of the pasta.<sup>18</sup>

In May 1917, the Scarpelli Brothers Macaroni Factory had doubled the output of its macaroni products, using more than 30 barrels of flour a day. At that time, the factory employed 15 people.<sup>19</sup> Five months later in October, factory president Giuseppe Scarpelli, exclaimed that “we use about two tons of flour a day and we manufacture more than 25 different [pasta products]. We ship four to five [automobile] carloads of our products a month to different parts of Washington, Idaho and Montana, and our trade is growing every day. We are doing all we can to further home industry...we buy all our boxes for shipping and paper for wrapping from Spokane factories...we intend to bring an Italian woman here to teach the art of making fancy Italian dishes to the women of Spokane.”<sup>20</sup>

By 1925, the Scarpelli Brothers Macaroni Factory on East Sprague Avenue had grown to exceed former quotas. The factory’s vice president, Follicardo Scarpelli, explained that “thirty-five 100-pound sacks of flour are made into macaroni products everyday here. We manufacture 25 kinds of flour products of various shapes and designs. Noodles as well as macaroni and spaghetti are our specialties. The factory is electrically equipped. Four drying rooms [on the building’s second floor] through which air is circulated to

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<sup>15</sup> *The American Miller*, August 1917.

<sup>16</sup> *Spokane Daily Chronicle*, November 1921.

<sup>17</sup> *Spokesman-Review*, January 1917

<sup>18</sup> *Ibid.*

<sup>19</sup> *Spokane Daily Chronicle*, May 1917.

<sup>20</sup> *Spokane Daily Chronicle*, October 1917.

harden the food, hold as much as 100 sacks of flour will make. The macaroni products are shipped out in 175-pound barrels and 10- and 15-pound boxes.”<sup>21</sup>

On February 12, 1929 a devastating fire nearly destroyed the Scarpelli Brothers Macaroni Factory on East Sprague Avenue:

***Scarpelli Macaroni Plant Virtually Destroyed in Early Morning Blaze  
Loss Estimated at About \$25,000***

*A spectacular fire virtually destroyed Scarpelli Brothers Macaroni Plant, 2012 E. Sprague Avenue, early this morning. Giuseppe Scarpelli, manager, estimated the loss would total approximately \$25,000. Insurance will cover 90% of the loss, he said. The interior of the \$10,000 two-story brick and frame building, \$12,000 in machinery and other equipment, and a \$6,000 stock were believed to be a total loss.*<sup>22</sup>

Two more fires occurred in the building. In 1937, an electric motor caused a small fire on the factory building’s second floor where it was confined to the ceiling, pasta drying racks, and product stock.<sup>23</sup> In 1939, heavy smoke damaged the building before a blaze formed.<sup>24</sup>

For 28 contiguous years, the Scarpelli brothers made hundreds of thousands of pounds of pasta products at the Scarpelli Brothers Macaroni Factory located on East Sprague Avenue, and fed thousands of people throughout the northwest region. They were a prominent and longtime successful business on Sprague Avenue and employed many men and women for nearly three decades. Civic-minded and philanthropic, the Scarpelli Brothers and other Spokane suppliers were awarded in 1934 a variety of food supply contracts to furnish foodstuffs to men in Civilian Conservation Corps (CCC) camps at Mt. Spokane and in northern Idaho. The Scarpelli Brothers Macaroni Factory was responsible for supplying “2,000 packages of macaroni.”<sup>25</sup>

By 1940, the Scarpelli Brothers Macaroni Factory on East Sprague Avenue occupied the east half of the building, addressed as 2014, and leased the west half (2012) to John Cimienti who sold fresh fruits. In 1945 after 28 years of service in the Ripoli-Scarpelli Building, the macaroni factory closed. The Scarpelli brothers then leased the property to a variety of businesses. In the 1950s, the building was occupied by the Heating Supply Company of Spokane, and a wholesale furnace business. The building sat vacant from 1960 to 1964, until Ray’s Home Furnishings & Auction Company leased it to sell new & used furniture and merchandise. In 1970, A-1 Appliance Sales & Repair occupied the west half of the building at 2012 E. Sprague Avenue. Especially with the installation of the multi-lane Interstate 90 freeway, traffic on East Sprague Avenue was reduced, and vacancies in commercial buildings along Sprague became commonplace. In 1975, after

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<sup>21</sup> *Spokane Daily Chronicle*, December 1925.

<sup>22</sup> *Spokane Daily Chronicle*, February 1929

<sup>23</sup> *Spokane Daily Chronicle*, March 1937

<sup>24</sup> *Spokesman-Review*, November 1939

<sup>25</sup> *Spokane Daily Chronicle*, April 1934



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58 years of ownership, the Scarpelli family sold the Ripoli-Scarpelli Building, the only macaroni factory on East Sprague Avenue between Division and Altamont Streets, and one of the most prominent and successful businesses located on East Sprague Avenue.

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*North façade of Ripoli-Scarpelli Building in 2019*



*North façade of Ripoli-Scarpelli Building in 2019*

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*North façade of Ripoli-Scarpelli Building in 2019*



*South rear face of Ripoli-Scarpelli Building in 2019*



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*Looking down at first floor north front window wall in 2019*



*Looking north at front windows in 2019*



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*Looking at rear southwest corner of first floor in 2019*



*Looking northeast at stairs in 2019*



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*Looking east at stairs in 2019*



*Looking down to first floor in 2019*



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*Looking north at front wall on second floor in 2019*

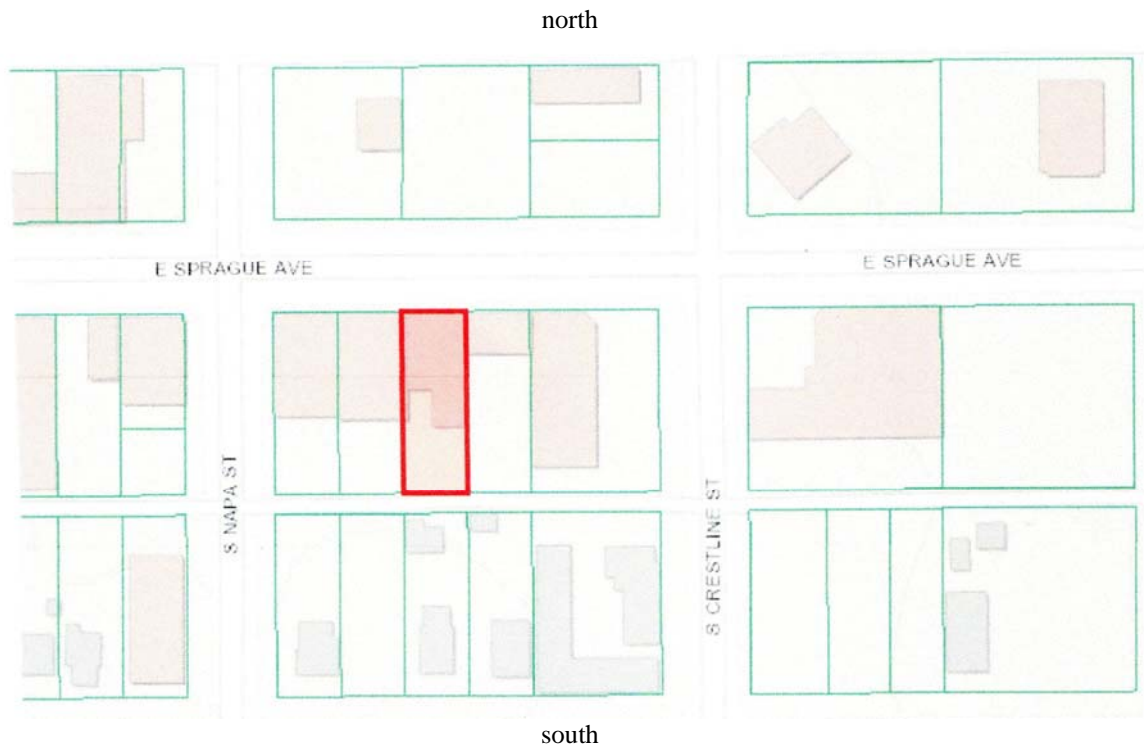


*Looking south at rear wall on second floor in 2019*



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***PLAT MAP  
2019***

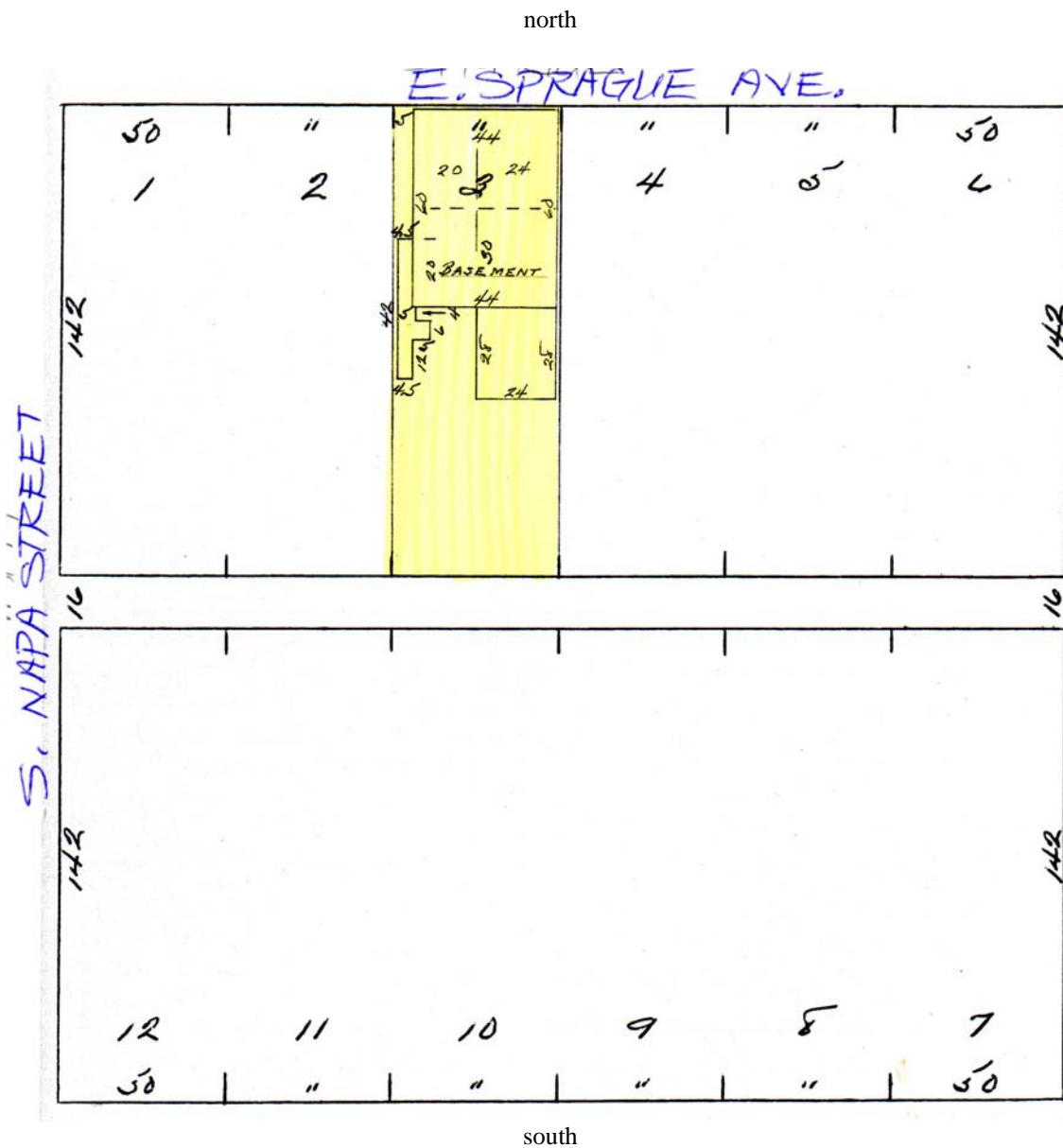
***Wadsworth & McDonalds Addition, Block 5, Lot 3  
2012-2014 East Sprague Avenue  
Spokane, WA 99202***

Source: Spokane County Tax Assessor Records  
Spokane County Courthouse

**Wadsworth & McDonalds Addition, Block 5, Lot 3**  
**2012 and 2014 E. Sprague Avenue**

Source: Spokane County Assessor's Records  
Spokane County Courthouse

Spokane City/County Register of Historic Places Nomination  
RIPOLI-SCARPELLI BUILDING



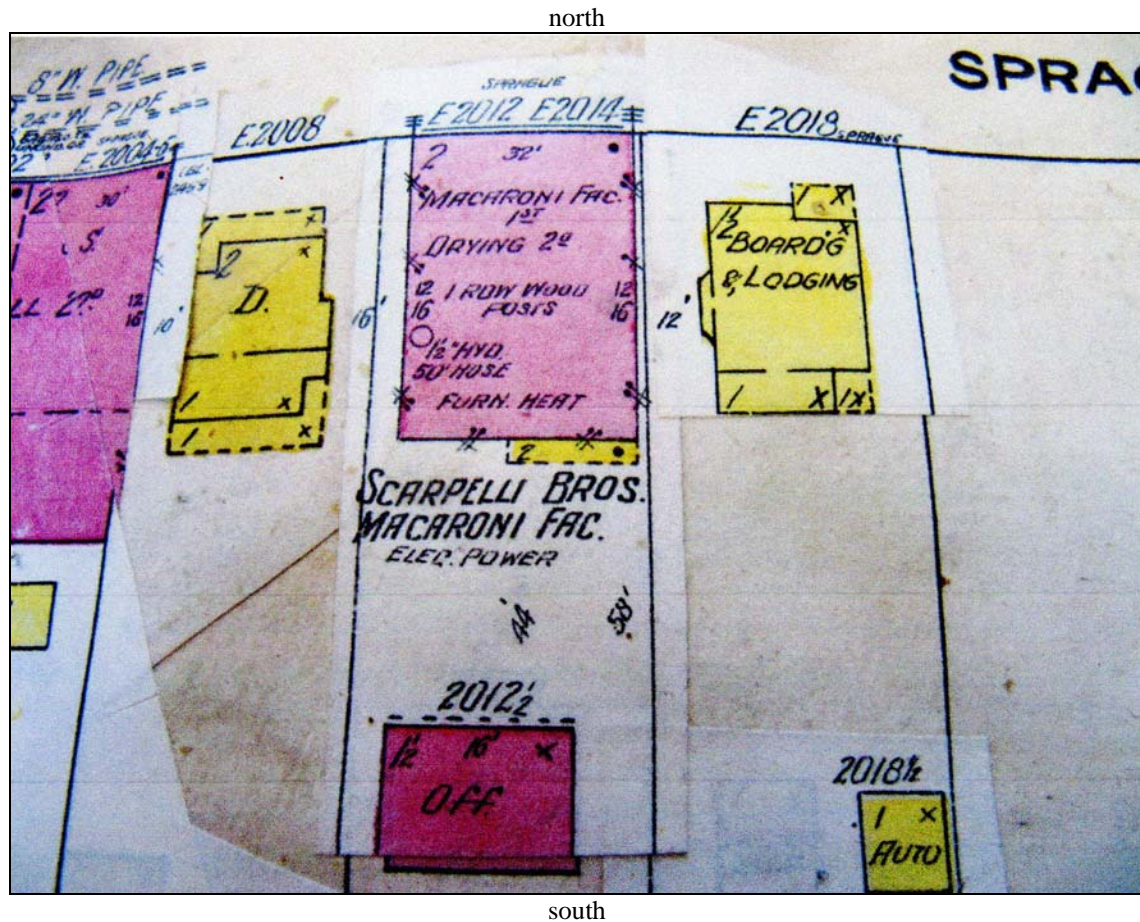
**SITE PLAN**  
**2012 and 2014 E. Sprague Avenue**  
**Spokane, WA**

*(property highlighted in yellow)*

Source: Spokane County Tax Assessor's Records  
Spokane County Courthouse



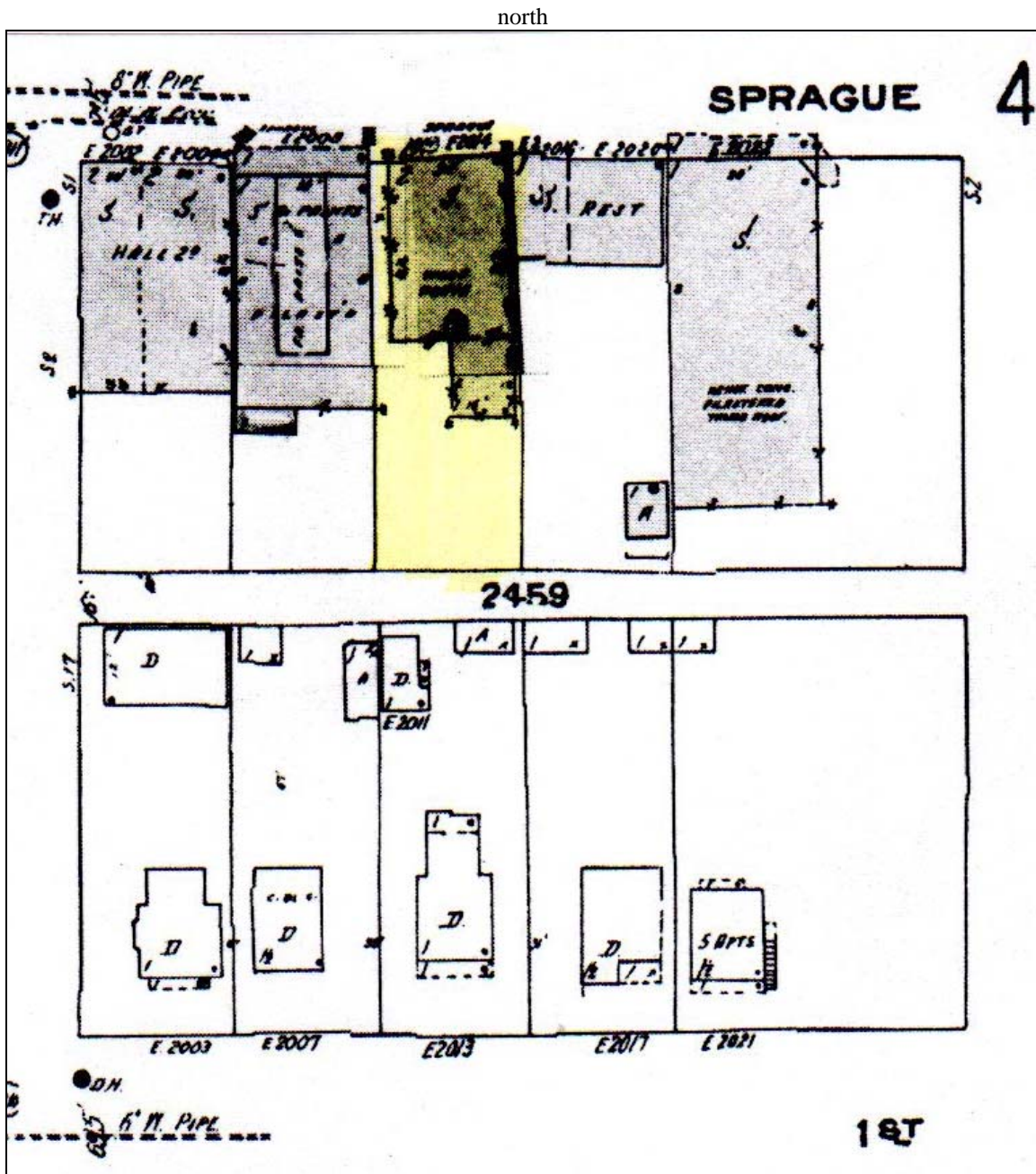
Spokane City/County Register of Historic Places Nomination  
RIPOLI-SCARPELLI BUILDING



**Updated 1910-1917  
SANBORN FIRE INSURANCE MAP**

Ripoli-Scarpelli Building  
2012 and 2014 East Sprague Avenue  
Spokane, WA

Spokane City/County Register of Historic Places Nomination  
RIPOLI-SCARPELLI BUILDING



1953  
SANBORN FIRE INSURANCE MAP

2012 and 2014 E. Sprague Avenue



## rites Wednesday for A. ScarPELLI

Funeral services for Anthonio Scarpelli, age 68, Spokane pioneer, who died at his home, E2012 Sprague avenue, yesterday, will be held from St. Aloysius church Thursday afternoon at 2 o'clock. Father Pasino will officiate.

Mr. Scarpelli came to America 43 years ago and had spent 35 years in Spokane. He was a contractor doing work for nearly all railroads in and around Spokane. He retired 15 years ago because of poor health.

He was known in Spokane as the father of the Italian colony of the city. He was a former treasurer of the Marconi-Colombo society.

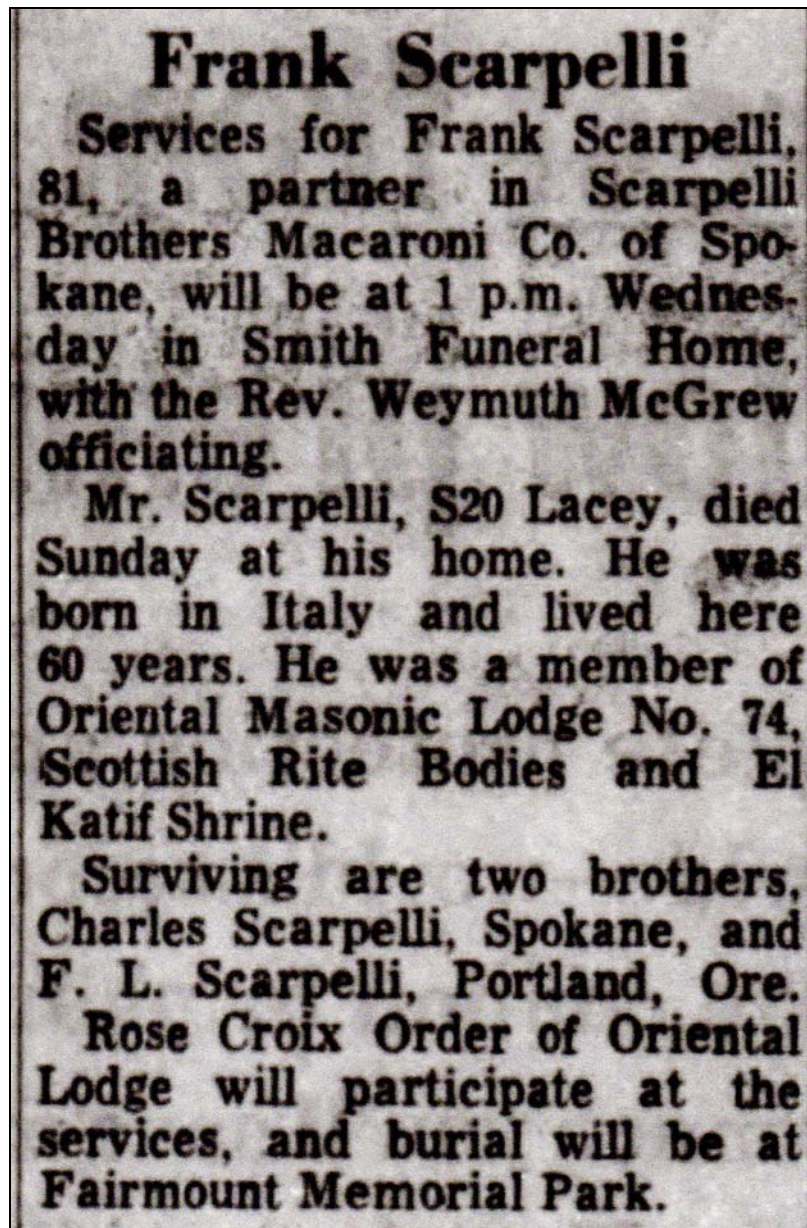
He is survived by his widow, Mrs. Rosa Scarpelli, a daughter Mrs. Susie Plastino of this city; two sisters in Italy and one in Portland.

*Spokane Daily Chronicle, 10 February 1925*



*Spokesman-Review, 1 August 1954*





*Spokesman-Review, 5 January 1965*



**SCARPELLI — Folicardo L., of  
Portland; beloved husband of  
Gabriella M. of Portland; father  
of Ralph C. Scarpelli, Portland;  
brother of Theresa C. Plastino of  
Denver, Colo.; Charlie Scarpelli,  
Spokane, Wa.; 4 grandchildren.  
Friends are invited to attend  
services Wednesday, June 21,  
10:30 am, Chapel of  
SKYLINE MEMORIAL  
FUNERAL HOME  
4701 NW Skyline blvd 292-6611  
Interment Skyline Memorial Gar-  
dens. Memorial contributions  
may be made to charity of your  
choice.**

*Portland Oregonian, 20 June 1978*

## Ex-restaurateur Scarpelli dies

Rosary for Charles L. Scarpelli, 98, former Spokane restaurant owner, will be at 7 p.m. Thursday at Hennessey Funeral Home.

Funeral will be at 9 a.m. Friday at St. Ann Roman Catholic Church. Burial will be in Holy Cross Cemetery.

Mr. Scarpelli died Monday afternoon at E1928 Pacific, his home since 1924.

A native of Rovito, Italy, he came to North America in 1893. He worked as a waterboy on a railroad construction gang in Canada prior to coming to Spokane in 1896.

For several seasons he was a clown and tumbler with Ringling Brothers Circus. In 1908 he returned to Italy. When he came back to Spokane with his bride, the couple settled on a 140-acre orchard at Veradale in the Spokane Valley.

After a few years, however, the Scarpelli Brothers Macaroni Factory opened on South Freya Street in Spokane. He operated the factory until 1941, when he became a chef in 1941 for the former Astor Restaurant at the site of the Lincoln Building, Riverside and Lincoln in downtown Spokane.

After a dozen years in that position, he opened his own restaurant, Scarpelli's, E6315 Sprague.

Survivors include his daughter, Edith, and son-in-law, Robert C. Johnson, at the home.

He also is survived by two sons, Tony, Yakima, and Ralph, San Jose, Calif.; three other daughters, Della A. Travo, Mary Dellar and Rose Wilson, all of Spokane; and nine grandchildren, 26 great-grandchildren and 12 great-great-grandchildren.

He is survived by a daughter, Toni Becker, Spokane; three grandchildren; two brothers, Bill and Edward Hansmeier, Spokane; and two sisters, Theresia Fruin and Gertrude Kassa, Spokane.

Hennessey Funeral Home is in charge of arrangements.

*Spokesman-Review, 9 May 1979*



*Spokane Daily Chronicle, 14 February 1917*



## REOPEN PLANT TO MAKE MACARONI

**Scarpelli Brothers Will Use 30 Bar-  
rels of Flour a Day With  
New Equipment.**

### HAVE LATEST PROCESSES

**Will Maintain Salesman on Road,  
but Handle Orders Through  
Jobbing Houses.**

With an enlarged capacity and improved machinery, Scarpelli Bros. will reopen their macaroni factory in Spokane about March 1. The old factory in Union Park, which was burned December 4, will be abandoned and the machinery, with much new equipment, removed to the new building at E2014 Sprague avenue.

The factory will have a capacity sufficient to consume 30 barrels of flour a day.

The building it will occupy is two stories, 44 by 60 feet, with a 11-room structure in the rear which will be used for offices and storage.

#### Turn Orders Over to Jobbers.

The output of the factory will be distributed by Scarpelli Bros. through Spokane jobbers. At least one salesman will be maintained on the road all of the time, but all orders he obtains will be turned in to the jobber supplying that particular retailer, and the macaroni furnished to the jobber from the factory. The only exception will be to the Italian trade in the northwest, which will be supplied direct from the factory because of the better understanding of their countrymen and their methods and demands which the manufacturers possess.

**Inland Empire Wheat Good.**

#### Inland Empire Wheat Good.

"The hard wheat flour—made from durum wheat—that is grown in the Inland Empire is as good as any we can get for our product," said G. E. Scarpelli. "The only reason we buy any flour from Minneapolis is that the mill there grinds a coarser flour which is better adapted to our purpose."

"I have just returned from a trip to Seattle and Portland, where I visited the macaroni factories of that city. In Portland has recently been opened what I consider the best macaroni factory in the United States west of Omaha, and I inspected it and talked with the owner and the expert. The latter is a native of Sicily, and is as well qualified in his line as any man now in this country."

#### Secret Is in Drying.

"The secret of making good macaroni, after the mixing of the proper materials, is in the drying. The macaroni must dry slowly enough that it will be the same throughout. In most small factories fans dry the outside of the macaroni, which is then stored for a few hours and then put in the drying blast from the fans again. This process may be repeated several times, and the result is that the macaroni is likely to crack, and more likely to break."

"Our drying room will embody the latest ideas. The fans will be big ones of wood, which revolve slowly, forcing heated air over the macaroni. This slow drying will require a longer time, which our enlarged capacity will enable us to give."

#### Put in Hydraulic Press.

"The paste flour and water is mixed without being cooked, although the temperature at which it is mixed is important. After the mixing and kneading the mass is put into a hydraulic press, by which 5000 pounds pressure is applied forcing the mixture through innumerable tiny holes of the desired size and shape. The plate in the bottom of the press can be changed, for making different sizes of macaroni, spaghetti and vermicelli. We shall even make what is known as capillini—which is literally 'little hairs' in Italian—and is so fine that it can not be hung up to dry."

"After the product comes out of the press it will be hung on racks which will be put on trucks, after which it will not be touched until it is ready to be packed. The trucks will be wheeled from one room to another until the process is complete."

The four brothers are G. E., Pasquale, Frank and F. L. Scarpelli. They first engaged in the manufacture of macaroni in Spokane in 1909, and were continuously in business until the fire which burned their plant in December. The new building they will occupy was erected for their use, but was for a time occupied by a motion picture show.

*Spokesman-Review, 1 January 1917*

## USE TWO TONS OF FLOUR DAILY AT SPOKANE MACARONI PLANT

Scarpelli Brothers Find  
Trade Increasing Rapidly  
—Boost Home Work.

The Scarpelli Brothers Macaroni and Spaghetti factory, located at E2012 Sprague avenue, is rapidly increasing its trade, according to G. E. Scarpelli, president and manager of the concern.

"We use about two tons of flour a day," said the manager, "and we manufacture more than 25 different articles. We ship from four to five carloads of our products a month to different parts of Washington, Idaho and Montana, and our trade is growing every day. On my last trip to the Montana territory I contracted for more of our products than we sold in a whole year before.

"We are doing all we can to further home industry," continued Mr. Scarpelli, "and with this idea we buy all our boxes for shipping and paper for wrapping of Spokane factories."

Fifteen employees work at the factory. Mr. Scarpelli intends to bring an Italian woman here to teach the art of making fancy Italian pastry and cooking fancy Italian dishes to the women of Spokane.

*Spokane Daily Chronicle, 16 October 1917*





*Spokane Daily Chronicle, 18 November 1921*

# MACARONI PLANT BUSINESS GROWS

## Scarpelli Brothers Expect Another Increase Dur- ing the Coming Year.

This year's business exceeds that of 1924, according to F. L. Scarpelli, vice president of Scarpelli Brothers Macaroni company, E2012 Sprague avenue. Definite check of the books has not been made and as a result, Mr. Scarpelli declared he could not give the percentage increase. Business in 1926 is expected to be even better than during the current year.

"Thirty-five 100-pound sacks of flour are made into macaroni products every day here," he said. "We manufacture 25 kinds of flour products of various shapes and designs. Noodles as well as macaroni and spaghetti are our specialties.

### Operated Electrically.

"Four days' time is necessary to make and dry a quantity of macaroni. The factory is electrically equipped. Four dry rooms through which air is circulated to harden the food, hold as much as 100 sacks of flour will make.

"The macaroni products are shipped out in 175-pound barrels and 10 and 15 pound boxes. Very little stock is held on hand at the factory."

Officers are: Joe Scarpelli, president; F. L. Scarpelli, vice president; Charles, secretary, and Frank, treasurer. The products of the firm are distributed through Washington, Idaho, Oregon and Montana. Seven men are employed.

*Spokane Daily Chronicle, 24 Dec 1925*

## **Scarpelli Macaroni Plant Virtually Destroyed in Early Morning Blaze --- Loss Estimated at About \$25,000.**

**A spectacular fire virtually destroyed Scarpelli Brothers' macaroni plant, E2012 Sprague, early this morning.**

**G. E. Scarpelli, manager, estimated the loss would total approximately \$25,000. Insurance will cover 90 per cent of the loss, he said. The interior of the \$10,000 two-story brick and frame building, \$12,000 in machinery and other equipment, and a \$6000 stock were believed to be a total loss.**

*Spokane Daily Chronicle, 12 February 1929*



## MACARONI COVERS EMPIRE STATES

How far would a ton and a half of macaroni go if placed end-to-end?

According to G. E. Scarpelli of Scarpelli Brothers Macaroni company, E2012 Sprague, it would reach from Baker, Ore., to Boise and all over Montana.

At least that is where the ton and a half of macaroni products produced daily at the Scarpelli plant goes. It is sold all over Spokane and the Inland Empire. One salesman is employed in this territory and six men work at the factory turning it out.

Practically all the flour used in making macaroni products for the Inland Empire is made locally, Mr. Scarpelli said.

*Spokane Daily Chronicle, 18 February 1932*



**Agenda Sheet for City Council Meeting of:**  
10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/30/2019     |
| <u>Clerk's File #</u> | OPR 2019-0845 |
| <u>Renews #</u>       |               |

|                           |  |                      |  |
|---------------------------|--|----------------------|--|
| <u>Submitting Dept</u>    | CITY ATTORNEY                                      | <u>Cross Ref #</u>   |  |
| <u>Contact Name/Phone</u> | JUSTIN BINGHAM 5994                                | <u>Project #</u>     |  |
| <u>Contact E-Mail</u>     | JBINGHAM@SPOKANECITY.ORG                           | <u>Bid #</u>         |  |
| <u>Agenda Item Type</u>   | Contract Item                                      | <u>Requisition #</u> |  |
| <u>Agenda Item Name</u>   | 0500 2018 MENTAL HEALTH COURT INTERLOCAL AGREEMENT |                      |  |

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund county-wide sales tax provision.

|                             |                              |  |
|-----------------------------|------------------------------|--|
| <u>Fiscal Impact</u>        | Grant related? NO            | <u>Budget Account</u>                          |
|                             | Public Works? NO             |  |
| Revenue                     | \$ 120,050.00                | # 0500-19500-99999-31314                       |
| Revenue                     | \$ 120,050.00                | # 0700-19500-99999-31314                       |
| Select                      | \$                           | #  |
| Select                      | \$                           | #  |
| <u>Approvals</u>            | <u>Council Notifications</u> |  |
| <u>Dept Head</u>            | DALTON, PAT                  | <u>Study Session</u> 10/7/19                   |
| <u>Division Director</u>    |                              | <u>Other</u>                                   |
| <u>Finance</u>              | HUGHES, MICHELLE             | <u>Distribution List</u>                       |
| <u>Legal</u>                | DALTON, PAT                  | jbingham@spokanecity.org                       |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL              | dwhaley@spokanecity.org, kknox@spokanecity.org |
| <u>Additional Approvals</u> |                              | tstaab@spokanecity.org, llok@spokanecity.org   |
| <u>Purchasing</u>           |                              | tkrzyminski@spokanecounty.org                  |
|                             |                              | lhaskell@spokanecounty.org                     |
|                             |                              | gvasquez@spokanecounty.org                     |
|                             |                              |  |

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF A EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, CITY OF )  
SPOKANE, SPOKANE COUNTY PROSECUTING )  
ATTORNEY AND SPOKANE COUNTY PUBLIC )  
DEFENDER FOR CALENDAR YEAR 2019 )

**RESOLUTION**

**WHEREAS**, to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the

operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

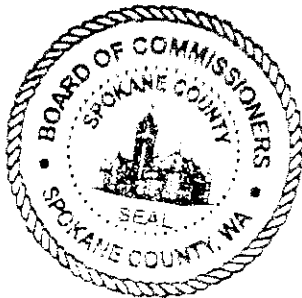
**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013 to consider public testimony and take action on a proposed Ordinance which would **renew** the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2019 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with a 2019 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.


**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2019 - December 31, 2019) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

PASSED AND ADOPTED this 20th day August 2019.

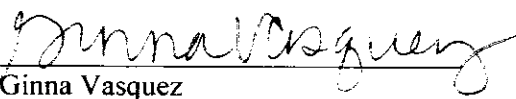


ATTEST:  
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

  
MARY L. KUNEY, Chair

  
AL FRENCH, Vice-Chair

  
Ginna Vasquez

  
JOSH KERNS, Commissioner

## **MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2019 - December 31, 2019)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "party" and collectively referred to as the "**PARTIES**."

### **WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected therefrom to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected therefrom to be used solely

for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would renew the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2019 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with a 2019 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

## **SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2019, and continue until December 31, 2019

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2019, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to find positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 1/10th of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

## **SECTION NO. 3: RESPONSIBILITIES OF PARTIES**

### **A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:

- Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court,
- 2) City Prosecutor:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health County,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent ONLY the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.



**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court,
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.

- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY shall reimburse the CITY, on a quarterly basis for expenditures it incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the Spokane County Budget Office at 1116 W Broadway, Spokane, Washington 99260 directed to the attention of the Senior Management & Budget Analyst. The COUNTY shall budget the annual amounts for the PROSECUTOR and PUBLIC DEFENDER as set forth in Attachment "A" to be supported by the mental health tax.

All requests for reimbursement by the CITY shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County to CITY, will normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the COUNTY reimburse or support any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

The CITY shall file this Agreement with its City Clerk.

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

#### **SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

## **SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement:

## **SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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

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

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

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

Each PARTY'S duty to indemnify shall survive the termination or expiration of the Agreement.

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

## **SECTION NO. 10:    NOTICES**

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

COUNTY: Chief Executive Officer or his/her authorized representative  
1116 West Broadway Avenue  
Spokane, Washington 99260

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense each insurance noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the COUNTY until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

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

**SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

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

**SECTION NO. 18: COMPLIANCE WITH LAWS**

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

**SECTION NO. 19: NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**SECTION NO. 20: VENUE STIPULATION**

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

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

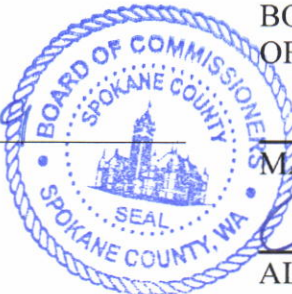
A. Purpose. See Section No. 1 above.



- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 8.20.19  Mary L. Kuney  
MARY L. KUNEY, Chair

ATTEST: Al French  
AL FRENCH, Vice Chair

GINNA VASQUEZ  
GINNA VASQUEZ  
CLERK OF THE BOARD  
**19-1250**

JOSH KERNS  
JOSH KERNS, Commissioner

DATED: \_\_\_\_\_ CITY OF SPOKANE:

ATTEST: By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: L-H Haskell

Its: Prosecuting Attorney  
(Title)

DATED: 9.13.19

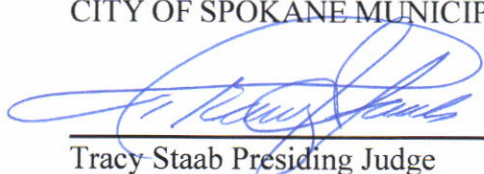
SPOKANE COUNTY PUBLIC DEFENDER

By: T. C.


Its: Director  
(Title)

Approved:

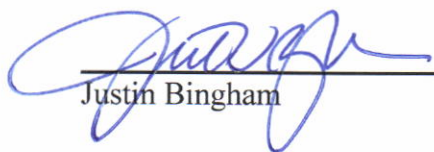
CITY OF SPOKANE MUNICIPAL COURT

  
Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER

 FOR K. KNOX  
Katherine Knox

CITY PROSECUTOR

  
Justin Bingham

**2019  
ATTACHMENT "A"**

| <b>PARTY</b>                 | <b>COUNTY<br/>FUNDING<br/>FROM<br/>MENTAL<br/>HEALTH<br/>TAX</b> | <b>FUNDING TO BE USED FOR</b>  |
|------------------------------|--|--|
| CITY                         | \$240,133  | City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460. |
| COUNTY<br>PROSECUTOR         | \$114,280  | County Prosecutor/Support Staff/M&O  |
| COUNTY<br>PUBLIC<br>DEFENDER | \$125,853  | County Public Defender/Support Staff/M&O   |



**Agenda Sheet for City Council Meeting of:**  
10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/30/2019     |
| <u>Clerk's File #</u> | OPR 2019-0846 |
| <u>Renews #</u>       |               |

|                           |  |                      |  |
|---------------------------|--|----------------------|--|
| <u>Submitting Dept</u>    | CITY ATTORNEY                                      | <u>Cross Ref #</u>   |  |
| <u>Contact Name/Phone</u> | JUSTIN BINGHAM 5994                                | <u>Project #</u>     |  |
| <u>Contact E-Mail</u>     | JBINGHAM@SPOKANECITY.ORG                           | <u>Bid #</u>         |  |
| <u>Agenda Item Type</u>   | Contract Item                                      | <u>Requisition #</u> |  |
| <u>Agenda Item Name</u>   | 0500 2017 RELICENSING PROGRAM INTERLOCAL AGREEMENT |                      |  |

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2019.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

|                             |                                       |                              |                        |
|-----------------------------|---------------------------------------|------------------------------|------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO<br>Public Works? NO | <u>Budget Account</u>        |                        |
| Revenue                     | \$ 100,000.00                         | #                            | 0500-11220-99999-34133 |
| Select                      | \$                                    | #                            |                        |
| Select                      | \$                                    | #                            |                        |
| Select                      | \$                                    | #                            |                        |
| <u>Approvals</u>            |                                       | <u>Council Notifications</u> |                        |
| <u>Dept Head</u>            | DALTON, PAT                           | <u>Study Session</u>         | 10/7/19                |
| <u>Division Director</u>    |                                       | <u>Other</u>                 |                        |
| <u>Finance</u>              | HUGHES, MICHELLE                      | <u>Distribution List</u>     |                        |
| <u>Legal</u>                | DALTON, PAT                           | jbingham@spokanecity.org     |                        |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL                       | dwhaley@spokanecity.org,     |                        |
| <u>Additional Approvals</u> |                                       | gvasquez@spokanecounty.org   |                        |
| <u>Purchasing</u>           |                                       | lhaskell@spokanecounty.org   |                        |
|                             |                                       |                              |                        |
|                             |                                       |                              |                        |
|                             |                                       |                              |                        |

RECEIVED

JUL 24 2019

CITY CLERK'S OFFICE

City Clerk's No. OPR 2019-0846

Resolution No. ~~19-1171~~



**Spokane County**  
WASHINGTON

**City of Spokane & Spokane County**

**RELICENSING PROJECT  
INTERLOCAL AGREEMENT**

**DATE: *January 1, 2019 - December 31, 2019***

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, the PARTIES hereto agree as follows:

**SECTION NO. 1: PURPOSE.**

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

**SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2019 and continue until December 31, 2019. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

**SECTION NO. 3: SCOPE OF PARTICIPATION/FUNDING.**

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

**A. General:**

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

**B. Employees/Salary.**

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II and Legal Office Assistant -2 or



equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long-distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

#### **SECTION NO. 4: FINANCING**

##### **A. Budgeting:**

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2019. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2019, of its intent to participate in this Agreement in calendar year 2019 and any proposed budget changes affecting this Agreement for calendar year 2019. However, the Parties recognize that any intent to continue participation in 2020 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2019 for 2020. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

##### **B. Revenue:**

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2019 showing that the CITY advances approximately forty-eight percent (45%) of budgeted costs of RP and the COUNTY advances fifty-two percent (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
3. In January 2020, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2019 through December 31, 2019 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2019 through December 31, 2019 contribution.

4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2019 through December 31, 2019. The proceeds from the administrative fee collected during October, November and December of 2019 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2019 through December 31, 2019 to those determined under the terms of paragraph 3.
5. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

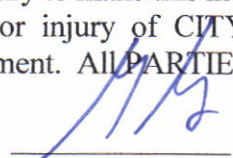
#### **SECTION NO. 5: EMPLOYMENT**

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

#### **SECTION NO. 6: LIABILITY**

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third-party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third-party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.

  
County initials

\_\_\_\_\_  
City initials

#### **SECTION NO. 7: NOTICES**

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

**Copy:** City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

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

**PROSECUTOR:** Spokane County Prosecutor  
1100 West Mallon Avenue  
Spokane, Washington 99260

#### **SECTION NO. 8: PROPERTY UPON TERMINATION**

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

## **SECTION NO. 9: ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

## **SECTION NO. 10: ANTI-KICKBACK**

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

## **SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES**

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

## **SECTION NO. 12: MISCELLANEOUS**

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.



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

ADOPTED this 9th day of July, 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney  
MARY L. KUNEY, Chair

Al French  
AL FRENCH, Vice-Chair

ATTEST:

GINNA VASQUEZ  
GINNA VASQUEZ, Clerk of the Board

JOSH KERN  
JOSH KERNS, Commissioner

PROSECUTOR:

Dated: 7/16/19

L. H. Haskell  
Lawrence H. Haskell, County Prosecutor

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## SCHEDULE "A"

### 2019 Community Relicensing Project Budget Summary

|   | Gross Expense  | City Contribution | County Contribution |
|---|----------------|-------------------|---------------------|
| <b>City Prosecuting Attorney</b>        |                |                   |                     |
| Personnel Expenses                      |                |                   |                     |
| Asst Prosecutor - Salary                | 69,888         | 69,888            |                     |
| Asst Prosecutor - Benefits              | 30,362         | 30,362            |                     |
| City Non-personnel Expenses             | -              |                   |                     |
| Registration and Travel                 | 2,059          | 2,059             |                     |
| Equipment                               | -              |                   |                     |
| Publications and Supplies               | 4,906          | 4,905.60          |                     |
| Office Space and Services               | 7,986          | 7,986.20          |                     |
| <b>Total City Prosecutor Expenses</b>   | <b>115,201</b> | <b>115,201</b>    |                     |
|   |                |                   |                     |
| <b>County Prosecutor</b>                |                |                   |                     |
| Personnel Expenses                      |                |                   |                     |
| LOA2 - Salary                           | 36,597         |                   | 36,597              |
| Paralegal - Salary                      | 51,114         |                   | 51,114              |
| Payroll - Benefits                      | 51,477         |                   | 51,477              |
| County Copier                           |                |                   |                     |
| Lease                                   | 774            |                   | 774                 |
| Copy use                                | 66             |                   | 66                  |
| <b>Total County Prosecutor Expenses</b> | <b>140,028</b> |                   | <b>140,028</b>      |
| <b>Total Funding</b>                    | <b>255,228</b> | <b>115,201</b>    | <b>140,028</b>      |
| <b>%</b>                                | <b>100%</b>    | <b>45%</b>        | <b>55%</b>          |

NO. **19 - 1275**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CORRECTING A )  
SCRIVENER'S ERROR IN RESOLUTION NO. )  
19-1171 AND ITS ATTACHED INTERLOCAL )  
AGREEMENT )

**RESOLUTION**

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

**WHEREAS**, the Board passed Resolution No. 19-1171 executing a relicensing project interlocal agreement among the County of Spokane, the City of Spokane, and the Spokane County Prosecutor's Office, on July 9, 2019; and

**WHEREAS**, a scrivener's error occurred on page 4 of 10 of the Interlocal Agreement, Section No. 4, B2; and

**WHEREAS**, the Board desires to acknowledge the scrivener's error and correct the same; and

**WHEREAS**, but for the scrivener's error identified above, Resolution No. 19-1171 and its attached Interlocal Agreement is otherwise correct.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Spokane County, Washington, that the scrivener's error contained in the Interlocal Agreement attached to Resolution No. 19-1171 on page 4 of 10 of the Interlocal Agreement, Section No. 4, B2, is corrected to read as follows:

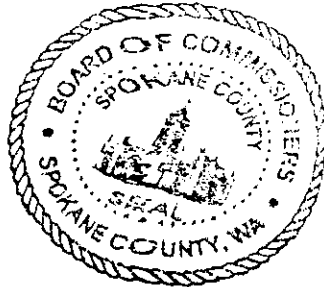
(Strikethrough language stricken)

2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2019 showing that the CITY advances approximately ~~forty-eight~~ forty-five (45%) of budgeted costs of RP and the COUNTY advances approximately ~~fifty-two~~ fifty-five (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

**BE IT FURTHER RESOLVED**, that but for the changes as set forth above, all other provisions of Resolution No. 19-1171, and its attached Interlocal Agreement, shall remain in full force and effect, without any change or modification whatsoever.

RESOLVED AND ADOPTED this 27th day of August, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Mary L. Kunej  
MARY L. KUNEJ, Chair

Al French  
AL FRENCH, Vice-Chair

GINNA VASQUEZ  
GINNA VASQUEZ, Clerk of the Board

JOSH KERNS  
JOSH KERNS Commissioner



# **Agenda Sheet for City Council Meeting of:** 10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/26/2019     |
| <u>Clerk's File #</u> | OPR 2019-0847 |
| <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>   | 0680-2019 JAG AWARD GRANT ACCEPTANCE |                      |  |

## Agenda Wording

Requesting approval of Department of Justice DOJ) federal grant award, CFDA 16.738 in the amount of \$139,432 for the term of 10/1/2018-9/30/2022. Award is joint with Spokane County: County award-\$62,744 and City Award-\$76,688.

## Summary (Background)

On September 25, 2019, the City of Spokane Police Department was awarded \$139,432 for the application through the federal Edward Byrne Memorial Justice Assistance Grant Program. The City would like to accept the award of \$139,432 to fund general equipment to enhance officer and community safety. The County will be utilizing the funds for furthering prosecution and court programs and also equipment for the Sheriff's office.

|  |  |                              |                        |
|--|--|------------------------------|------------------------|
| <u>Fiscal Impact</u>                     | Grant related? YES<br>Public Works? NO | <u>Budget Account</u>        |                        |
| Revenue                                  | \$ 139,432                             | #                            | 1620-91773-21250-33116 |
| Expense                                  | \$ 62,744                              | #                            | 1620-91773-21250-54201 |
| Expense                                  | \$ 76,688                              | #                            | 1620-91773-21250-var   |
| Select                                   | \$                                     | #                            |                        |
| <u>Approvals</u>                         |  | <u>Council Notifications</u> |                        |
| <b><u>Dept Head</u></b>                  | MEIDL, CRAIG                           | <b><u>Study Session</u></b>  | 7/31/2019-Urban        |
| <b><u>Division Director</u></b>          | MEIDL, CRAIG                           | <b><u>Other</u></b>          |                        |
| <b><u>Finance</u></b>                    | SCHMITT, KEVIN                         | <u>Distribution List</u>     |                        |
| <b><u>Legal</u></b>                      | PICCOLO, MIKE                          | emccowan                     |                        |
| <b><u>For the Mayor</u></b>              | ORMSBY, MICHAEL                        | KGrytdal@spokanecounty.org   |                        |
| <u>Additional Approvals</u>              |  | HArnold@sppkanecounty.org    |                        |
| <b><u>Purchasing</u></b>                 |  | spdfinance                   |                        |
| <b><u>GRANTS &amp; CONTRACT MGMT</u></b> | BROWN, SKYLER                          | spdpurchasing                |                        |
|  |  |                              |                        |
|  |  |                              |                        |



**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 25, 2019

The Honorable David P. Condon  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

Dear Mayor Condon:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$139,432 for City of Spokane.

Enclosed you will find the Grant Award and Special Conditions documents. 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:

- Program Questions, Jeffery Felten-Green, Program Manager at (202) 514-8874; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures





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

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*Washington, DC 20531*

September 25, 2019

The Honorable David P. Condon  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

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

|  <b>U.S. Department of Justice</b><br><b>Office of Justice Programs</b><br><b>Bureau of Justice Assistance</b>   |           | <b>Grant</b>  |           | PAGE 1 OF 29                |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
|---|-----------|---|-----------|-----------------------------|------|-----------|--------|------|--------|---|---|----|----|----|----|--|--------|----------------------|--|--|
| <b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b><br>City of Spokane<br>808 West Spokane Falls Boulevard<br>Spokane, WA 99201   |           | <b>4. AWARD NUMBER:</b> 2019-DJ-BX-0913<br><b>5. PROJECT PERIOD:</b> FROM 10/01/2018 TO 09/30/2022<br><b>BUDGET PERIOD:</b> FROM 10/01/2018 TO 09/30/2022 |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>2a. GRANTEE IRS/VENDOR NO.</b><br>916001302  |           | <b>6. AWARD DATE</b> 09/25/2019   |           | <b>7. ACTION</b><br>Initial |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>2b. GRANTEE DUNS NO.</b><br>938132271  |           | <b>8. SUPPLEMENT NUMBER</b><br>00   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>3. PROJECT TITLE</b><br>Enhancement and Expansion of Law Enforcement and Prosecution Programs  |           | <b>9. PREVIOUS AWARD AMOUNT</b> \$ 0  |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
|   |           | <b>10. AMOUNT OF THIS AWARD</b> \$ 139,432  |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
|   |           | <b>11. TOTAL AWARD</b> \$ 139,432   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>12. SPECIAL CONDITIONS</b><br>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).  |           |   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>13. STATUTORY AUTHORITY FOR GRANT</b><br>This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).   |           |   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</b><br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program  |           |   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>15. METHOD OF PAYMENT</b><br>GPRS  |           |   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| AGENCY APPROVAL   |           | GRANTEE ACCEPTANCE  |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b><br>Katharine T. Sullivan<br>Principal Deputy Assistant Attorney General   |           | <b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b><br>David P. Condon<br>Mayor  |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>17. SIGNATURE OF APPROVING OFFICIAL</b><br>   |           | <b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>   |           | <b>19A. DATE</b>            |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| AGENCY USE ONLY   |           |   |           |                             |      |           |        |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| <b>20. ACCOUNTING CLASSIFICATION CODES</b><br><table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>139432</td> </tr> </tbody> </table> |           | FISCAL YEAR   | FUND CODE | BUD. ACT.                   | OFC. | DIV. REG. | SUB.   | POMS | AMOUNT | X | B | DJ | 80 | 00 | 00 |  | 139432 | <b>21. UDJGT1457</b> |  |  |
| FISCAL YEAR   | FUND CODE | BUD. ACT.   | OFC.      | DIV. REG.                   | SUB. | POMS      | AMOUNT |      |        |   |   |    |    |    |    |  |        |                      |  |  |
| X   | B         | DJ  | 80        | 00                          | 00   |           | 139432 |      |        |   |   |    |    |    |    |  |        |                      |  |  |



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*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 assurances or certifications 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. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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 an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, 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

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 29

PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

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



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 29

PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*SPECIAL CONDITIONS*

7. 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.

8. Requirements related to System for Award Management and Universal Identifier Requirements

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 the currency of 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 OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. 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).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or





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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. 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" (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)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- 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 USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP 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 OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination 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 OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. 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 in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. 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.

20. 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.

21. 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.

22. 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."

23. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, 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.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) 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 (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. 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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28. 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.

29. 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.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).
- (2) The term "correctional facility" means what it means under the title 1 of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).
- (3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
- (a) is designed to prevent or to significantly delay or complicate, or
- (b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

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

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.





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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.





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*SPECIAL CONDITIONS*

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*SPECIAL CONDITIONS*

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



U.S. Department of Justice  
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**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*SPECIAL CONDITIONS*

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).



U.S. Department of Justice  
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**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2019-DJ-BX-0913

AWARD DATE 09/25/2019

*SPECIAL CONDITIONS*

67. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.





**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Spokane

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

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

### Grant

PROJECT NUMBER

2019-DJ-BX-0913

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

**I. STAFF CONTACT (Name & telephone number)**

Jeffery Felten-Green  
(202) 514-8874

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

Erika McCowan  
Accountant II  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
(509) 625-4061

**3a. TITLE OF THE PROGRAM**

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

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

**4. TITLE OF PROJECT**

Enhancement and Expansion of Law Enforcement and Prosecution Programs

**5. NAME & ADDRESS OF GRANTEE**

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2018 TO: 09/30/2022

**8. BUDGET PERIOD**

FROM: 10/01/2018 TO: 09/30/2022

**9. AMOUNT OF AWARD**

\$ 139,432

**10. DATE OF AWARD**

09/25/2019

**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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety,

NCA/NCF

| A. Personnel | Computation | Cost |
|--------------|-------------|------|
|--------------|-------------|------|

SECTION A TOTAL \$ -

|                     |
|---------------------|
| Personnel Narrative |
|                     |

| B. Fringe Benefits | Cost |
|--------------------|------|
|--------------------|------|

SECTION B TOTAL \$ -

|                           |
|---------------------------|
| Fringe Benefits Narrative |
|                           |

Total Personnel & Fringe Benefits \$ -

| C. Travel         |          |             |      |
|-------------------|----------|-------------|------|
| Purpose of Travel | Location | Computation | Cost |

SECTION C TOTAL \$ -

|                  |
|------------------|
| Travel Narrative |
|                  |

#### D. Equipment

| Item  | Computation | Description  | Cost                |
|---|-------------|--|---------------------|
| Glock Handguns  | \$409 x 15  | General Equip-Department gun replacement \$409 x 15 ea                   | \$ 6,135.00         |
| Trijicon Ruggedized Miniature Reflex Sights(RMR)-tax included | \$443 x 70  | General Equip-Red-Dot Sights-\$443 x 70 ea (taxes and shipping included) | 31,010.00           |
| Suppressor sights   | \$110 x 70  | General Equip-Back up sights to Red Dot Sights                           | \$ 7,700            |
| Ballistic Shields   | \$2,000 x 4 | Officer Safety-Ballistic Shield \$2,000 x 4 ea                           | \$ 8,000            |
| SECTION D TOTAL   |             |  | <b>\$ 52,845.00</b> |

##### Equipment Narrative

The City of Spokane will be purchasing 15 Glock hand guns as general equipment for the project implementation of adding Red Dot Sights to department hand guns. When the department guns are sent out for milling, the Glock's will act as replacement guns for the officers until the milling is done. The guns will be sent out for milling at 10 at a time and 5 spare will be kept in the case of officer involved shootings. The cost of the Glock's are \$409 x 15 for a total of \$6,135. The purchase of the Red Dot Sights or more specifically "Trijicon Ruggedized Miniature Reflex Sights(RMR)" is the where the majority of the project will be focused on starting to equip officers with more tactical equipment in the field for better vision. The cost of the sights is \$400 x 70 ea for a total of \$28,000 and tax is included in this purchase price. Suppressor sights will also be rolled into the Red Dot Sight implementation installation as a backup sight for the Red Dot Sights at a cost of \$110 x 70 ea for a total of \$7,700.

In order to focus on officer safety, the City of Spokane is implementing a replacement program for Ballistic Shields at a cost of \$2,000 x 4 each for a total of \$8,000.

#### E. Supplies

| Supply Items    | Computation    |   | Cost             |
|-----------------|----------------|---|------------------|
| Holsters        | \$120 x 70 ea  | Gen Equip/Supplies-Holsters for newly milled and sighted guns | \$ 8,400         |
| Ammunition      | \$205 x 72 ea  | Gen Equip/Supplies-for training on Red-Dot sights             | \$ 14,760        |
| Targets         | \$40 x 1200 ea | Gen Equip/Supplies-for training on Red-Dot sights             | \$ 480           |
| Target backers  | \$70 x 290     | Gen Equip/Supplies for training on Red-Dot Sights             | \$ 203           |
| SECTION E TOTAL |                |   | <b>\$ 23,843</b> |

##### Supplies Narrative

As part of the Red-Dot Sight implementation of General Equipment, there are certain training supplies needed to train the officers on the Red-Dot sights. Those supplies are ammunition at an estimated \$205 per case for 72 cases at a cost of \$14,760. In addition to the ammunition, there will be targets at a cost of \$.40 ea x 1200 targets for a total of \$480. Target backers will be needed at a cost of \$.70 ea x 290 backers for a total of \$203. Finally, holsters will be purchased in order to fit the modified department guns with Red-Dot Sights into new holsters and the cost is \$120 ea x 70 for a total of \$8,400.

#### F. Construction

| Purpose         | Description of Work | Cost        |
|-----------------|---------------------|-------------|
| SECTION F TOTAL |                     | <b>\$ -</b> |

#### G. Consultants/Contracts

| Name of Consultant | Service Provided | Computation | Cost        |
|--------------------|------------------|-------------|-------------|
| Subtotal           |                  |             | <b>\$ -</b> |

**Contracts:**

| Item                                 | Description of Work                                | Cost  |
|--------------------------------------|--|---|
| Spokane County - Prosecutor's Office | Legal Secretary -Prosecution<br>Tactical Equipment | 63.11 % of a Legal Secretary salary plus benefits for a period of one year - total annual salary and benefits is \$49,710.00<br>Equipment (Tactical) -54 Mossberg 590A1 shotguns with slings and lights at \$500 per unit plus tax of 8.9% and shipping costs |
| Spokane County - Sheriff's Office    |  | \$ 31,372.00<br>\$ 31,372.00  |

**Subtotal \$ 62,744.00****SECTION G TOTAL \$ 62,744.00****Consultants/Contracts Narrative**

The Spokane County Prosecutor will use funding for the prosecution project identifier associated with the JAG funding. The funding will be used to support a staff position in the office of the Spokane County Prosecutor's Office division of property and drug crimes for a one year approximate time frame during the award period. The staff support position will assist attorneys involved in the prosecution of property and/or drug crimes by setting dates for hearings and motions; monitor custody status of defendants; generate all necessary court documents including initial charging, trial preparation and sentencings and conducting some legal research.

The Spokane County Sheriff's Office will use the funding to purchase tactical equipment which will allow the deputies to respond both proactively and reactively to crime in the community. The funding will be used to purchase 54 Mossberg 590A1 shotguns, along with slings and lights at a cost of \$500.00 per shotgun sales tax at 8.9% (\$2,403) and shipping costs of \$1,969. The total cost for the 54 Mossberg shotguns, slings and lights with sales tax and shipping is \$31,372.00.

**H. Other Costs**

| Description | Computation | Cost |
|-------------|-------------|------|
|-------------|-------------|------|

**TOTAL \$ -****Other Costs Narrative****I. Indirect Costs**

| Description | Computation | Cost |
|-------------|-------------|------|
|-------------|-------------|------|

**TOTAL \$ -**



**Budget Summary**

| <b>Budget Category</b>   | <b>Amount</b> |         |
|--------------------------|---------------|---------|
| A. Personnel             | \$            | -       |
| B. Fringe Benefits       | \$            | -       |
| C. Travel                | \$            | -       |
| D. Equipment             | \$            | 52,845  |
| E. Supplies              | \$            | 23,843  |
| F. Construction          | \$            | -       |
| G. Consultants/Contracts | \$            | 62,744  |
| H. Other                 | \$            | -       |
| Total Direct Costs       | \$            | 139,432 |
| I. Indirect Costs        | \$            | -       |
| TOTAL PROJECT COSTS      | \$            | 139,432 |
| Federal Request          | \$            | 139,432 |
| Non-Federal Amount       | \$            | -       |

## Briefing Paper

### Urban Experience Committee

|   |  |
|---|--|
| <b>Division &amp; Department:</b>   | Spokane Police Department  |
| <b>Subject:</b>   | Byrne JAG 2019 Grant Application   |
| <b>Date:</b>  | July 31, 2019  |
| <b>Contact (email &amp; phone):</b>   | Jennifer Hammond-625-4056, JIsaacson@spokanepolice.org   |
| <b>City Council Sponsor:</b>  | None   |
| <b>Executive Sponsor:</b>   | Craig Meidl  |
| <b>Committee(s) Impacted:</b>   | Public Safety & Community Health Community   |
| <b>Type of Agenda item:</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative  |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | Strategic Plan and Comprehensive Plan (CFU 1.9)  |
| <b>Strategic Initiative:</b>  | Advance Public Safety and Build Sustainable Resources  |
| <b>Deadline:</b>  | August 23, 2019  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Approval for the Spokane Police Department to apply jointly with the Spokane County towards the Edward Byrnes-JAG FY2019 Grant |
| <p><u>Background/History:</u></p> <p>Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally and the fiscal agent of the grant is allowed an additional 10% of the joint money.</p> <p>The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$139,432, which will be split as follows: City - \$76,867.60 and County - \$62,744.40.</p> <p>The CITY would like to use the \$76,687.60 for Joint Law Enforcement Programs to support the purchase of an estimated Ten (10) Ballistic Shields at an estimated cost of \$20,000, with the remaining funding going towards Red Dot Sights and other equipment to be determined.</p> <p>The COUNTY will have \$62,744.40 to utilize for their approved projects to be determined.</p> |  |
| <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Approval for the Spokane Police Department to apply jointly with the Spokane County towards the Edward Byrnes-JAG FY2019 Grant</li> <li>• Total Grant-\$139,432: City-\$76,687.60 &amp; County-\$62,744.40</li> <li>• Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ.</li> <li>• Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans<br/>This funding helps to support capital requirements without negative impact on staffing or service.</li> </ul>   |  |
| <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>  |  |

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

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

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: Tight Deadline-Application needs submitted 8/23/19

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

10/14/2019

Date Rec'd

10/1/2019

Clerk's File #

OPR 2019-0848

Renews #Submitting Dept

FINANCE &amp; ADMIN

Cross Ref #Contact Name/Phone

GAVIN COOLEY 6320

Project #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1400 - FLEET REPLACEMENT PILOT

Agenda Wording

Parks and Recreation intends to participate in a pilot program, beginning in 2019 towards replacing aging fleet vehicles. This program will purchase vehicles from Enterprise Fleet Management via a lease to own program.

Summary (Background)

City of Spokane Administration participated in a series of meetings with Enterprise Fleet Management to explore a program used by many Cities, Counties, School Districts, and private enterprise that is a cost saving alternative to traditional fleet replacement models. Upon reviewing the goals and objectives of the program it was determined Parks was a good pilot for the Enterprise Fleet Model. Each lease will be filed separately with the clerks office to obtain its own OPR.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ n/a

# n/a

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BROWN, SKYLER

Study Session

10/7/19 Health and Safety

Division Director

HUGHES, MICHELLE

OtherFinance

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sstopher@spokanecity.org

## **BRIEFING PAPER**

Fleet Replacement Pilot

September 30, 2019

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### **Subject**

Parks and Recreation intends to participate in a pilot program, beginning in 2019 towards replacing aging fleet vehicles. This program will purchase vehicles from Enterprise Fleet Management via a lease to own program.

### **Background**

In 2018, CFO Gavin Cooley participated in a series of meetings with Enterprise Fleet Management. Enterprise Fleet has a program used by many Cities, Counties, School Districts, and private enterprise that is a cost saving alternative to traditional fleet replacement models. Attached is a link to a video from Kern County <https://www.efleets.com/en/proof-and-insights/videos/kern-county-california.html>

The Enterprise Model is built on 4 objectives:

- Lower the average age of the fleet
- Reduce operating costs
- Maintain a manageable vehicle budget
- Reduction of the carbon footprint

Upon reviewing these goals and objectives, Cooley explored the COS fleet inventory and identified Parks as good pilot for the Enterprise Fleet Model. Parks has the oldest fleet in the COS and does have an autonomous Park Board. Parks has approximately 50 light duty vehicles eligible to replace with Enterprise. Preliminary estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs.

Parks conducted independent research on the Enterprise Model. Both Gonzaga University and Spokane Public Schools are currently under contract with Enterprise Fleet and speak favorably to this fleet replacement method.

Parks light duty fleet has an average age of 14.9 years. Older vehicles did not offer the safety features and fuel efficiency available today. Light duty vehicles are any vehicle smaller than a 1 ton rated vehicle.

## **Enterprise Fleet Model**

Under this model, the COS determines the brand, make, and model of the replacement vehicle. Enterprise, through their massive buying power, purchase the new vehicles directly from the factory. The new vehicles are owned by the COS, through a lease to own program. These vehicles can either be maintained by COS Fleet Services employees, or outsourced to Enterprise mechanics—a decision left up to the COS. At some point in the vehicle lifecycle, Enterprise will produce a report to the COS, indicating the optimal time to sell. At this point, Enterprise will buy back the vehicle at a retail rate, and these dollars can then be used towards a replacement purchase. Or, the COS can decide to keep the vehicle. As mentioned before, ownership advantages include a newer and safer inventory, lower operation/maintenance costs, and more fuel efficient vehicles.

## **Action**

Park Staff have been meeting with City Fleet to seek their support. Parks intends to begin this pilot in early 2019, replacing a yet to be determined amount of vehicles out of the budgeted parks vehicle replacement fund.



# Spokane City Project Charter

## Constraints:

To maximize savings, Parks will need to identify additional funding sources to replace (16) additional vehicles in 2020.

## Timeline:

March 2019: Parks desires to order 5 vehicles from Fleet. Order is due 3/22/19

Spring 2019: Enterprise Fleet Strategy Manager begins analyzing future City fleet needs.

Summer 2019: Development of 2020 fleet replacement plan with Parks/Other City Departments

## Sponsorship & Team:

| Project Team Members | Title/Department                      |
|----------------------|---------------------------------------|
| Jason Conley         | Parks Executive Officer/Parks         |
| Mark Buening         | Parks Budget/Finance Director/Parks   |
| Carl Strong          | Assistant Director of Park Operations |
|                      |                                       |
|                      |                                       |

| Primary Stakeholders | Title/Department |
|----------------------|------------------|
| Gavin Cooley         | CFO/Finance      |

| Subject Matter Experts | Title/Department                  |
|------------------------|-----------------------------------|
| David Paine            | Acting Fleet Director/Fleet       |
| Troy Hayden            | Fleet                             |
| Micaela Martinez       | Procurement and Contracting/Fleet |

## Approvals

Sponsor Signature: 

Sponsor Name: Gavin Cooley, CFO

Date: 3/22/19

Project Manager Signature: 

Project Manager Name: Jason Conley, Parks Executive Officer

Date: 3/19/19



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

10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/30/2019     |
| <u>Clerk's File #</u> | OPR 2019-0849 |
| <u>Renews #</u>       |               |

|                           |   |                      |          |
|---------------------------|---|----------------------|----------|
| <u>Submitting Dept</u>    | MUNICIPAL COURT   | <u>Cross Ref #</u>   |          |
| <u>Contact Name/Phone</u> | MIKE ORMSBY 6287  | <u>Project #</u>     |          |
| <u>Contact E-Mail</u>     | MORMSBY@SPOKANECITY.ORG                                 | <u>Bid #</u>         |          |
| <u>Agenda Item Type</u>   | Contract Item   | <u>Requisition #</u> | CR 21020 |
| <u>Agenda Item Name</u>   | INTERLOCAL AGREEMENT FOR FACILITIES FOR MUNICIPAL COURT |                      |          |

Agenda Wording

Approval of Interlocal Agreement between City of Spokane and Spokane County for space in the Courthouse Annex for use by Spokane Municipal Court.

Summary (Background)

Since the formation of Municipal Court in 2009, the City has used space in the Courthouse Annex for certain Municipal Court functions. This proposed Interlocal Agreement extends this use to December 31, 2020.

|                             |                   |                                |
|-----------------------------|-------------------|--------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>          |
|                             | Public Works? NO  |                                |
| Expense                     | \$ 187,000.00     | # 0560-13100-12500-55104-99999 |
| Expense                     | \$ 33,000.00      | # 0690-16100-23500-55104-99999 |
| Select                      | \$                | #                              |
| Select                      | \$                | #                              |
| <u>Approvals</u>            |                   | <u>Council Notifications</u>   |
| <u>Dept Head</u>            | HARTE, AMY        | <u>Study Session</u> 107/19    |
| <u>Division Director</u>    | STAAB, TRACY      | <u>Other</u>                   |
| <u>Finance</u>              | HUGHES, MICHELLE  | Distribution List              |
| <u>Legal</u>                | DALTON, PAT       | hdelaney@spokanecity.org       |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL   | mhughes@spokanecity.org        |
| <u>Additional Approvals</u> |                   | mdiamond@spokanecity.org       |
| <u>Purchasing</u>           |                   | rkokot@spokanecity.org         |
|                             |                   | Spokane County Commissioners   |
|                             |                   | tjones@spokanecity.org         |
|                             |                   |                                |

**INTERLOCAL AGREEMENT**  
**WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE**  
**(January 1, 2017 – December 31, 2020)**

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

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 6.32.120(6), the Board of County Commissioners has the care of the county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

**WHEREAS**, Spokane County is the owner of (i) the Spokane County – City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

**WHEREAS**, the Buildings are occupied and used by various County and City departments; and

**WHEREAS**, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk’s Office) and Probation Department.

**NOW THEREFORE**, the Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County and City to set forth their understandings as to sharing of costs for each Parties’ respective use of the below Buildings (the “**Buildings**”) owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County Courthouse Annex  
1116 West Broadway Avenue  
Spokane, Washington

Spokane County-City Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington

## **SECTION NO. 2: TERM / TERMINATION**

The term of this Agreement shall commence as of January 1, 2017, and run through December 31, 2020. This Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1<sup>st</sup> and running through December 31<sup>st</sup> unless one of the Parties gives six (6) months written notice prior to the end of the initial term or any renewal of its intent not to renew.

## **SECTION NO. 3: COUNTY OBLIGATIONS**

The County shall provide all maintenance/operation, security and insurance for the Buildings.

For purposes of this Agreement, the terminology "maintenance/operation" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components. Providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, cooling, janitorial, and refuse service.

For purposes of this Agreement, the terminology "security" shall mean internal and external personnel and/or equipment as well as modifications to either as may be required by the Board of County Commissioners consistent with statutes or security needs identified by the Spokane County Campus Security Committee.

For purposes of this Agreement, the terminology "insurance" shall mean risk-transfer mechanism that ensures full or partial financial compensation for the loss or damage caused by event(s) that are beyond the control of the insured party.

## **SECTION NO. 4: SPACE SHARING**

Every January 1<sup>st</sup>, commencing with 2017, the County will perform a walk-through of the Buildings and record the square footage usage of the buildings by all occupants of the building, including but not limited to the City Municipal Court, City Probation Department, and Children's Waiting Room. This information will be entered into the annual County Full Cost Allocation Plan.

The Parties recognize that minor adjustments in square footage utilization may occur from time to time throughout a calendar year and agree that minor adjustments in square footage utilization of less than ten (10) percent will be recorded during the subsequent annual walk-through of the Buildings. The Parties further agree that they may discuss square footage adjustments of ten (10) percent or

greater and may mutually agree by written memorandum of the Parties representatives to make shared cost adjustments during a calendar year.

#### **SECTION NO. 5: COST SHARING**

The PARTIES shall share the costs of the Buildings maintenance/operation, security and insurance items outlined in SECTION NO. 3 COUNTY OBLIGATIONS. Annual expenses are calculated separately for the Buildings and entered in the County Full Cost Allocation Plan. The County Full Cost Allocation Plan allocates the Buildings annual expenses including indirect costs calculated in the plan to the occupants of the Buildings based on the relative square foot percentage of the PARTIES occupancy of the Buildings as determined in SECTION NO. 4 SPACE SHARING.

A. Annual maintenance/operation costs for the Buildings include but are not limited to:

1. Building Depreciation – Depreciation for the Buildings.
2. Facilities Maintenance – Janitorial, utilities, fire inspection, HVAC, etc.
3. Steam Plant – Climate control.

B. Annual security costs for the Buildings include but are not limited to:

1. Court Room Security – security personnel.
2. Campus Security and Employee ID – security personnel, security software/hardware, and issuance of access ID cards.
3. Campus Security Outside Night – nighttime security patrol.

C. The annual insurance premium for the Buildings is provided by the County's Risk Manager.

The PARTIES agree that the cost of non-shared use office alterations or improvements for individual areas within the Buildings shall be the sole financial responsibility of the individual party. The City shall request approval from the County Chief Executive Officer prior to any office alterations or improvements.

#### **SECTION NO. 6: RECONCILIATION AND PAYMENT**

The Buildings Costs billed to the City for Municipal Court and Probation Department in the Buildings shall be the total of the amounts outlined in SECTION NO. 5 above. These costs will be calculated by September 30<sup>th</sup> of the subsequent year. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

## **SECTION NO. 7: NOTICE**

Except as provided to the contrary in Section No. 4, all notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

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

Copy: Presiding Judge, City of Spokane Municipal Court  
1100 West Mallon Avenue  
Spokane, Washington 99260

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

## **SECTION NO. 8: COUNTERPARTS**

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

## **SECTION NO. 9: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the County from contracting for all or a portion of the maintenance/operation or security of the Buildings.

## **SECTION NO. 10: INDEMNIFICATION/HOLD HARMLESS**

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

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

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

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

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

#### **SECTION NO.11: RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. The Parties shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The Parties are interested only in the results to be achieved and the right to control the particular manner, method and means in which the Parties obligations are performed is solely within the discretion of the party. Any and all employees of the Parties who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The Parties shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

#### **SECTION NO. 12: MODIFICATION**

Except as may be provided in Section No. 4, this Agreement may be modified in writing by mutual written agreement of the Parties.

#### **SECTION NO. 13: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the Parties to the contrary.

#### **SECTION NO. 14: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

#### **SECTION NO. 15: DISPUTE RESOLUTION**

The Parties agree that any dispute as to the "Space Sharing" or "Cost Sharing" shall be referred to the City Administrator and County Chief Executive Officer or their assigns for resolution. In the event, they are unable to resolve the dispute, it shall be submitted to arbitration. County and City shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the Parties. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

#### **SECTION NO. 15: VENUE STIPULATION**

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

#### **SECTION NO. 16: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.



#### **SECTION NO. 17: HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

#### **SECTION NO. 18: TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

#### **SECTION NO. 19: FILING**

The City shall file this Agreement with its City Clerk or alternatively place the Agreement on the City's website or other electronically retrievable public source. The County shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the County's website or other electronically retrievable public source.

#### **SECTION NO. 20: EXECUTION AND APPROVAL**

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

#### **SECTION NO. 21: COMPLIANCE WITH LAWS**

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

#### **SECTION NO. 22: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

#### **SECTION NO. 23: NO THIRD PARTY BENEFICIARIES**

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

#### **SECTION NO. 24: INSURANCE**

During the term of the Agreement, the City and County shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The City and County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 25: SUPERSEDES**

This Agreement shall supersede any prior agreement between the Parties with respect to the purpose of this Agreement as set forth in Section No. 1.

**SECTION NO. 26: RCW 39.34 REQUIRED CLAUSES**

- a. **PURPOSE:** See Section No. 1.
- b. **DURATION:** See Section No. 2.
- c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Agreement.
- e. **AGREEMENT TO BE FILED:** See Section No. 19.
- f. **FINANCING:** See provisions within Agreement.
- g. **TERMINATION:** See Section No. 2.

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

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
JOSH KERNS, CHAIR

ATTEST:

\_\_\_\_\_  
MARY KUNEY, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

CITY OF SPOKANE

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney / Assistant



**Agenda Sheet for City Council Meeting of:**  
10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/1/2019     |
| <u>Clerk's File #</u> | OPR 2019-0850 |
| <u>Renews #</u>       |               |

|                           |   |                      |  |
|---------------------------|---|----------------------|--|
| <u>Submitting Dept</u>    | MUNICIPAL COURT                                 | <u>Cross Ref #</u>   |  |
| <u>Contact Name/Phone</u> | MIKE ORMSBY 6287                                | <u>Project #</u>     |  |
| <u>Contact E-Mail</u>     | MORMSBY@SPOKANECITY.ORG                         | <u>Bid #</u>         |  |
| <u>Agenda Item Type</u>   | Contract Item                                   | <u>Requisition #</u> |  |
| <u>Agenda Item Name</u>   | MOU WITH SPOKANE COUNTY FOR LAW & JUSTICE STAFF |                      |  |

Agenda Wording

This MOU is between the City of Spokane and Spokane County to pay one half of the staff salaries and maintenance and operating expenses for this department.

Summary (Background)

This MOU is between the City of Spokane and Spokane County to pay one half of the staff salaries and maintenance and operating expenses for this department.

|                             |                   |                              |
|-----------------------------|-------------------|------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>        |
|                             | Public Works? NO  |                              |
| Expense                     | \$ 200,000.00     | # 0020-88100-13200-54201     |
| Select                      | \$                | #                            |
| Select                      | \$                | #                            |
| Select                      | \$                | #                            |
| <u>Approvals</u>            |                   | <u>Council Notifications</u> |
| <u>Dept Head</u>            | HARTE, AMY        | <u>Study Session</u> 10/7/19 |
| <u>Division Director</u>    | LOGAN, MARY       | <u>Other</u>                 |
| <u>Finance</u>              | HUGHES, MICHELLE  | <u>Distribution List</u>     |
| <u>Legal</u>                | DALTON, PAT       | JDICKSON@spokanecounty.org   |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL   | tsanders@spokanecity.org     |
| <u>Additional Approvals</u> |                   | hdelaney@spokanecity.org     |
| <u>Purchasing</u>           |                   |                              |
|                             |                   |                              |
|                             |                   |                              |
|                             |                   |                              |



August 29, 2019

**Ms. Theresa Sanders, City Administrator**  
**City of Spokane**  
**808 West Spokane Falls Boulevard**  
**Spokane, Washington 99201**

Re: *Memorandum of Understanding Regarding the Spokane Regional Law and Justice Administrator and Staff Assistant (January 1, 2020 through December 31, 2022)*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") (jointly "Parties") with respect to the above referenced matter.

## **I. BACKGROUND**

The Board of County Commissioners in consultation with the City established the position of Spokane Regional Law and Justice Administrator ("Law and Justice Administrator").

The Law and Justice Administrator's position performs professional and technical services to support the work of the Spokane Regional Law and Justice Council as well as needed criminal justice system reforms and program implementation oversight. Services include, but are not limited to, facilitation, presentation and instruction, project management, consultation, research and analysis, and acting as an information clearing house. The Law and Justice Administrator position is a County employee.

## **II. PURPOSE**

The purpose of this document is to reduce to writing the Parties respective obligations, both financial and otherwise, regarding the Law and Justice Administrator and the Staff Assistant to assist the Law and Justice Administrator.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The County will hire a Law and Justice Administrator and a Staff Assistant to assist the Criminal Justice Administrator ("Staff Assistant") for the timeframe from January 1, 2020 through December 31, 2022.

The Law and Justice Administrator will provide those services/duties set forth in Spokane County's Law and Justice Administrator Class Specification. The Staff Assistant will provide services/duties to the Law and Justice Administrator as set forth in Spokane County's Staff Assistant Class Specification.

The Parties acknowledge that both the Law and Justice Administrator and Staff Assistant will be County employees.

The County will maintain a Law and Justice Administrator Department ("Department") similar to other County Departments.

- (2) The County shall prepare an annual Department Budget (January 1<sup>st</sup> through December 31<sup>st</sup>) for each year of the term of this MOU. The County upon request will provide the City with a copy of the annual Department Budget.

The annual Department Budget will include the annual compensation paid by the County to the Law and Justice Administrator and Staff Assistant as well as M&O. The terminology compensation will include, but not be limited to salary, wages, benefits, and any sign-on bonuses. The terminology M&O will include, but not be limited to telephone, IT services (computer maintenance), office supplies, food, advertising, office equipment, and office rent if necessary.

The City agrees to pay 50% of the actual annual Department expenditures for compensation and M&O plus an indirect rate of 10% applied to all actual expenditures for compensation and M&O. Annual City payments will not exceed \$200K in any budget year during this period.

The County upon request will provide the City with a copy of the actual annual Department expenditures.

The County will bill the City in writing its 50% allocation for the timeframe from January 1<sup>st</sup> through June 30<sup>th</sup> of each calendar year on July 30<sup>th</sup> and for the timeframe from July 1<sup>st</sup> through December 31<sup>st</sup> of each calendar year on January 30<sup>th</sup> of the following year.

Failure of the County to bill the City on the above dates shall not act as a waiver of any reimbursement obligation.

All billings shall be sent to City directed to the attention of the City Administrator via e-mail at an e-mail address the City provides to the County's representative identified below.

The City shall pay the County within thirty (30) calendar days of the date of the County's billing.

- (3) Consistent with the provisions of chapter 39.34 RCW, the Parties agree and acknowledge:

- (a) **Purposes:** See II PURPOSE above.
- (b) **Duration:** The term of the MOU shall commence on January 1, 2020 and shall run through December 31, 2022. Six (6) months prior to the end of the term, the Parties shall meet and in good faith discuss continuing this MOU for an additional timeframe.
- (c) **Separate Legal Entity:** This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- (d) **Responsibilities of the Parties:** See provisions above.
- (e) **Agreement to be Filed:** The City and County shall be responsible for filing this MOU as provided for in RCW 39.34.040.



- (f) **Financing:** Each party shall be solely responsible for financing its obligations under this MOU or as otherwise provided for herein. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- (g) **Termination:** Once executed, the MOU may be terminated only by mutual agreement of the Parties.
- (h) **Property upon Termination:** Except as provided for to the contrary herein, title to all personal property acquired by any party in the performance of this MOU shall remain with the acquiring party upon termination of the MOU.

The County designates its Chief Operations Officer or his/her designee as its representative for the purpose of administering the terms of this MOU. The City designates the Mayor or his/her designee as its representative for the purpose of administering the terms of this MOU.

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


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

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

This MOU will supersede and replace any prior understanding or discussions between the Parties regarding the matters set forth herein.

Very truly yours,



John Dickson  
Chief Operations Officer

(Authorized by Board of County Commissioners on August 27, 2019)

\*\*\*\*\*

Reviewed and agreed to this 23<sup>rd</sup> day of SEPTEMBER, 2019.

City of Spokane



Theresa Sanders, City Administrator

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

10/14/2019

Date Rec'd

9/25/2019

Clerk's File #

OPR 2019-0851

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

BRIAN SCHAEFFER 625-7001

Project #Contact E-Mail

BSCHAEFFER@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1970 - INTERAGENCY AGREEMENT WITH WSP FOR MOBILIZATION REIMBURSEMENTS

Agenda Wording

Interagency agreement between Spokane Fire Department and Washington State Patrol to allow for Mobilization reimbursements.

Summary (Background)

This agreement between the Washington State Patrol and the Spokane Fire Department is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan. The period of performance of this Agreement begins on the Date of Execution and ends on December 31, 2023.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session

PSC 10/07/19

Division Director

SCHAEFFER, BRIAN

OtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

Fireaccounting

For the Mayor

ORMSBY, MICHAEL

bschaeffer

Additional ApprovalsPurchasing

INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
AND  
SPOKANE FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Spokane Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on Date of Execution and ends on December 31, 2023 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6)



years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief of Spokane Fire Department, and Assistant State Fire Marshal Melissa Gannie of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
  1. Applicable federal and state statutes and regulations;
  2. Terms and Conditions contained in this Agreement
  3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR:  
SPOKANE FIRE DEPARTMENT

FOR:  
WASHINGTON STATE PATROL

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Chief, or Designee  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Simon Tee, Grants and Contracts Manager  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

# Briefing Paper

## Public Safety and Community Health

|  |   |
|--|---|
| <b>Division &amp; Department:</b>  | Fire  |
| <b>Subject:</b>  | Interagency agreement between Spokane Fire Department and Washington State Patrol to allow for Mobilization reimbursements.                           |
| <b>Date:</b>   | 9/25/2019   |
| <b>Contact (email &amp; phone):</b>  | Ken Lamoreaux (X7156), <a href="mailto:klamoreaux@spokanecity.org">klamoreaux@spokanecity.org</a>   |
| <b>City Council Sponsor:</b>   |   |
| <b>Executive Sponsor:</b>  |   |
| <b>Committee(s) Impacted:</b>  | Public Safety and Community Health Committee  |
| <b>Type of Agenda item:</b>  | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative                         |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)  | FD Strategic Plan Goal #6 <i>Maintain and grow collaborative relationships with community partners that will enhance our service to the customer.</i> |
| <b>Strategic Initiative:</b>   |   |
| <b>Deadline:</b>   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  |   |
| <b><u>Background/History:</u></b><br><br><p>This agreement between the Washington State Patrol and the Spokane Fire Department is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan. The period of performance of this Agreement begins on the Date of Execution and ends on December 31, 2023.</p> |   |
| <b><u>Budget Impact:</u></b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b><u>Operations Impact:</u></b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>Specify changes required:<br>Known challenges/barriers:   |   |

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

10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/1/2019     |
| <u>Clerk's File #</u> | OPR 2019-0852 |
| <u>Renews #</u>       |               |

|                    |  |               |  |
|--------------------|--|---------------|--|
| Submitting Dept    | FIRE   | Cross Ref #   |  |
| Contact Name/Phone | MIKE ORMSBY 6287                               | Project #     |  |
| Contact E-Mail     | MORMSBY@SPOKANECITY.ORG                        | Bid #         |  |
| Agenda Item Type   | Contract Item                                  | Requisition # |  |
| Agenda Item Name   | AGREEMENT WITH SREC FOR FIRE DISPATCH SERVICES |               |  |

Agenda Wording

Agreement with SREC to provide back-up Fire dispatch services to the City of Spokane.

Summary (Background)

SREC began operation on July 1, 2019. Several City of Spokane fire dispatchers went to work for SREC creating a shortage of dispatchers to cover all City shifts. This agreement will allow SREC employees to provide backup dispatch services when needed.

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? NO  |                       |

|         |                          |                                |
|---------|--------------------------|--------------------------------|
| Expense | \$ 100,000 not to exceed | # 1630-35210-28200-54201-99999 |
| Select  | \$                       | #                              |
| Select  | \$                       | #                              |
| Select  | \$                       | #                              |

|                          |                  |                              |         |
|--------------------------|------------------|------------------------------|---------|
| <u>Approvals</u>         |                  | <u>Council Notifications</u> |         |
| <u>Dept Head</u>         | SCHAEFFER, BRIAN | <u>Study Session</u>         | 10/7/19 |
| <u>Division Director</u> | SCHAEFFER, BRIAN | <u>Other</u>                 |         |
| <u>Finance</u>           | HUGHES, MICHELLE | Distribution List            |         |
| <u>Legal</u>             | ODLE, NATHANIEL  | bschaeffer@spokanecity.org   |         |
| <u>For the Mayor</u>     | ORMSBY, MICHAEL  | JAtwood@spokanecity.org      |         |

Additional Approvals

|                   |  |  |
|-------------------|--|--|
| <u>Purchasing</u> |  |  |
|                   |  |  |
|                   |  |  |
|                   |  |  |

**AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND  
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS  
REGARDING TEMPORARY 9-1-1 DISPATCH BACKUP SUPPORT SERVICES**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington, (the “City”), and Spokane Regional Emergency Communications, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors.

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Resolution 2018-0245, as amended by Spokane County Resolution 18-0772, as further amended by Spokane County Resolution 19-1152, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, The Spokane Fire Department is experiencing a shortage of trained and available Fire Communication Specialists. It is anticipated Spokane Fire Department will have only five (5) full-time equivalent (“FTE”) employees after July 23, 2019. Spokane Fire Department staffing coverage will be reduced to one (1) fire communication specialist per shift and one (1) relief fire communication specialist during this staffing shortage. While the Spokane Fire Department is in the process of hiring additional staff, it is anticipated that the Spokane Fire Department staff may not be able to cover all the vacated shifts; and,

WHEREAS, SREC is willing to provide the Spokane Fire Department with temporary backup support for 911 dispatch services while Spokane Fire Department hires and trains employees during its temporary staffing shortage; and

WHEREAS, chapter 39.34 RCW authorizes public agencies to contract with each other for services.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the terms by which SREC will temporarily supplement Spokane Fire Department Dispatch level of service needs for emergency purposes and during this unanticipated staffing shortage.
  - A. Personnel and Services. SREC and SFD personnel may cover for each other during breaks. In addition, certain SREC personnel as available (the “SREC Mutual Aid Employees”) shall provide the following services, on a



voluntary basis in excess of their regular work schedules as SREC employees, as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor, to the City on a month-to-month basis beginning August 1, 2019 (the "Services"):

Vacant shift coverage and daily staffing needs for breaks, 911 call answering, and any additional needs as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor. Additionally, SREC will attempt to cover shift vacancies unable to be filled by Spokane Fire Department with SREC Mutual Aid Employees, on a voluntary basis, who are fire-qualified dispatchers.

- B. Maximum Hours. The SREC Mutual Aid Employees shall not work in excess of 36 hours per shift, individually, while providing the Services to the City in addition to their regular SREC work schedule.
  - C. Facilities/Equipment/Software. SREC shall provide at no cost to the City all facilities, equipment and software necessary for the SREC Mutual Aid Employees to perform the Services.
  - D. Specific Location of Services. The SREC Mutual Aid Employees shall perform the Services at the Combined Communications Building, 1620 N. Rebecca Street, Spokane, WA 99217, or at other locations as mutually agreed upon by both Parties.
2. DURATION / TERMINATION. This Agreement is effective as of July 1, 2019 and shall continue unless and until terminated by either Party upon thirty (30) days written notice to the other Party. The Parties estimate the time needed for the Spokane Fire Department to resolve its staffing shortage will be not more than eighteen (18) months.
3. FEES AND INVOICES.
- Fees for the Services shall be billed by SREC to the City on a monthly basis in arrears, at the hourly rate of \$80.00 per hour, or portion thereof, for Services provided by any SREC Mutual Aid Employee .
4. TIMING OF PAYMENTS.
- SREC shall submit monthly invoices for payment to the City at 44 W. Riverside Ave. Spokane, WA 99201. The City shall submit payment within ten (10) days of receipt of invoice and remitted to SREC, 1620 N. Rebecca St., Spokane, WA 99217.

5. AUDIT / RECORDS. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and copy[audit] the financial records of SREC in support of the invoices for the Services. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
6. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:
- SREC: Executive Director  
SREC  
1620 N Rebecca Street  
Spokane, Washington 99217  
Email: lmarkham@spokanecity.org
- CITY: Mayor, City of Spokane  
808 W Spokane Falls Blvd  
7<sup>th</sup> Floor City Hall  
Spokane, Washington 99201  
Email: [REDACTED]
- Copy to: City Attorney, City of Spokane  
808 W Spokane Falls Blvd  
7<sup>th</sup> Floor City Hall  
Spokane, Washington 99201  
Email: [REDACTED]
7. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.
8. RELATIONSHIP OF THE PARTIES. The Parties intend that this is a Mutual Aid Agreement only and not an employment or other agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

9. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

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

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

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

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

Combined Single Limits per Occurrence: \$3,000,000

Annual Aggregate: \$5,000,000

2. Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee

Policy Limit: \$1,000,000

By Accident: \$1,000,000

By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 10 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:
1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
  2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
  3. All liability policies must provide coverage on an occurrence basis; and
  4. Liability policies shall not include exclusions for cross liability.
- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 10 and, if requested, copies of policies to the opposing party subject to this agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such

certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts.

- D. Proof of self-insurance by a Party shall satisfy all insurance requirements of Section 10 of this Agreement.
11. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
12. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
13. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. MISCELLANEOUS.
- A. NON-WAIVER. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
  - D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
  - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
  - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.
15. RCW 39.34 REQUIRED CLAUSES.
- A. PURPOSE. See section 1 above.
  - B. DURATION. See section 2 above.
  - C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. SREC shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
  - E. AGREEMENT TO BE FILED. The City shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source. SREC shall place it on its web site or other electronically retrievable public source.
  - F. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. TERMINATION. See section 2 above.

- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: \_\_\_\_\_

SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS

By: \_\_\_\_\_  
Bryan A. Collins, Chair

Date: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_



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

10/14/2019

Date Rec'd

9/3/2019

Clerk's File #

OPR 2019-0855

Renews #Submitting Dept

FLEET OPERATIONS

Contact Name/Phone

DAVID PAINE 625-7823

Cross Ref #Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #

VB

Agenda Item Type

Contract Item

Requisition #

VB

Agenda Item Name

5100 TIRE SERVICES

Agenda Wording

Fleet Services would like to contract with Wingfoot Commercial Tire Systems, LLC for Tire Services, using Washington State Contract 00519 for a yearly amount of \$150,000. Contract would be for one year, with four, one-year options to renew.

Summary (Background)

The Tire Service contract will provide timely tire services to all city vehicles. We recommend approval of a contract for Tire Services. Funding for this contract is in the Fleet Department's budget.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 150,000.00

# 5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session

09/09/2019

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

## Briefing Paper

### Public Safety and Community Health Committee

|  |   |
|--|---|
| <b>Division &amp; Department:</b>  | Public Works, Fleet Services  |
| <b>Subject:</b>  | Tire Service Contract   |
| <b>Date:</b>   | September 9, 2019   |
| <b>Author (email &amp; phone):</b>   | Micaela Martinez mmartinez@spokanecity.org 625-7823   |
| <b>City Council Sponsor:</b>   |   |
| <b>Executive Sponsor:</b>  | Scott Simmons   |
| <b>Committee(s) Impacted:</b>  | Public Safety and Community Health Committee  |
| <b>Type of Agenda item:</b>  | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| <b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   | Strategic Plan  |
| <b>Strategic Initiative:</b>   | Innovative Infrastructure: Maintaining our fleet of support equipment   |
| <b>Deadline:</b>   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  |   |
| <b>Background/History:</b><br>Fleet Services would like to contract with Wingfoot Commercial Tire Systems, LLC for Tire Services, using Washington State Contract 00519 for a yearly amount of \$150,000. Contract would be for one year, with four, one-year options to renew.  |   |
| <b>Executive Summary:</b><br><br><u>Impact</u> <ul style="list-style-type: none"> <li>The Tire Service contract will provide timely tire services to all city vehicles.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval of a contract for Tire Services.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this contract is in the Fleet department's budget.</li> </ul> |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)  |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Specify changes required:<br>Known challenges/barriers:  |   |

## GOODYEAR TIRE/TUBE DISCOUNTS AND SERVICE PRICING

### 1.1. Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

| Tires and Tubes Percentage Discounts by Subcategory |   |                  |  |                          |                  |
|---|---|------------------|--|--------------------------|------------------|
| Sub-category #                                      | Tire and Tube Type                        | Percent Discount | MPL Name   | MPL Date                 | MPL REF. Numbers |
| B1  | Pursuit and Performance Tires             | 52.5%            | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Page 1           |
| B2  | Automobile/Passenger Vehicles             | 48%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 1-13       |
| B3  | Light Duty Trucks:                        | 48%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 13-20      |
|   | 3a. Radial                                | 48%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 13-20      |
|   | 3b. Bias                                  | NA               | NA   | NA                       | NA               |
| B4  | Medium Commercial/Heavy Duty Trucks/Buses | 60%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 20-27      |
| B5  | Off Road                                  | 30%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 27-29      |
|   | 5a. Off Road Radial                       | 30%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Page 29          |
|   | 5b. Off Road Bias                         | 30%              | NASPO Price Book 4.1.19 to 3.31.20 from Goodyear | 7/1/2018 Base Price Book | Pages 27-29      |

## 1.2. Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

| Type of Service |  | Product Sub-Category 1 & 2   | Product Sub-Category #3  | Product Sub-Category #4           |                           |
|-----------------|--|--|--|-----------------------------------|---------------------------|
|                 |  | Pursuit, Performance, Passenger                                      | Light Duty Trucks  | Medium Commercial/ Heavy Duty/Bus |                           |
|                 |  |  |  | Single                            | Dual                      |
| 1               | Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire) | \$0.00   | \$8.00   | \$24.00                           | \$36.00                   |
| 2               | Change tire, dismount and mount  | \$8.50   | \$10.00  | \$27.51                           | \$30.82                   |
| 3               | Flat Repair, remove, repair and mount  | \$14.00  | \$15.50  | \$31.00                           | \$45.00                   |
| 4               | Flat repair, off vehicle   | \$14.00  | \$14.00  | \$31.00                           | \$45.00                   |
| 5               | Rotate mounted tires (per tire)  | \$3.50   | \$3.50   | \$17.16                           | \$17.16                   |
| 6               | New valve stem rubber or metal (per tire)  | Rubber \$3.00<br>Metal \$6.75  | Rubber \$3.00<br>Metal \$6.75  | \$9.00                            | \$9.00                    |
| 7               | Wheel balance-computer spin balance (Per Tire)   | \$10.95  | \$10.95  | \$33.00                           | \$36.00                   |
| 8               | Wheel balance/Valve stem combo (per tire)  | \$13.95  | \$13.95  | \$38.72                           | \$38.72                   |
| 9               | <b>Alignment services</b>  |  |  |                                   |                           |
|                 | 9a. Standard two wheel alignment   | \$69.95  | \$69.95  | Not Available                     | Not Available             |
|                 | 9b. Four wheel alignment   | \$74.95  | \$74.95  | Not Available                     | Not Available             |
|                 | 9c. Bushing/cam alignment  | Current Mfg.'s list price for parts; Labor based on Mitchell Manual. | Current Mfg.'s list price for parts; Labor based on Mitchell Manual. | Not Available                     | Not Available             |
|                 | 9d. Vehicle Alignment Check Only   | \$29.00  | \$29.00  | Not Available                     | Not Available             |
| 10              | Used tire recycle/disposal fee (per tire)  | See applicable state laws  | See applicable state laws  | See applicable state laws         | See applicable state laws |
| 11              | Bulk tire disposal (min. of six tons capacity)   | See applicable state laws  | See applicable state laws  | See applicable state laws         | See applicable state laws |
| 12              | Tire pressure monitoring kit (per Tire)  | Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.   | Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.   | Not Available                     | Not Available             |
| 13              | Service TPMS Sensors/System  | \$2.50/Tire  | \$2.50/Tire  | Not Available                     | Not Available             |

**1.3. Price and Rate Guarantee Period**

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

## COMMERCIAL SERVICE PRICING

### TRUCK TIRE ROAD SERVICE

Pickup or delivery of tires, wheels, rims for replacement, retreading, or repair will be subject to a P&D Fuel surcharge. All regular in-shop rates will apply for work performed. **ALL ROAD SERVICE WILL BE CHARGED AT AN HOUR AND HALF HOUR RATE.**

All service charges include at no extra cost miscellaneous road service labor charges such as flat repairs up to 3/8" diameter and mounts and dismounts. Charges for materials may be assessed such as valve hardware, studs, tubes, etc.

All Goodyear National and Consumer accounts and their divisions and subsidiaries are approved to receive National Account billing on truck tire service charges that may be incurred unless otherwise stated in the National Account Instruction Manual.

These charges are countrywide. The below prices apply to National Account purchases when delivered by any supply point, including dealers. Portal to portal charges are to be calculated from the servicing dealer location only.

#### Emergency/Yard Service Calls

Emergency Road Service Regular Hours – Service that is needed right away, on the highway – 8:00am to 5:00pm.

**Emergency Road Service After Hours** – 5:00pm to 8:00am – Supply point may elect to charge a 2 hour minimum for after hours emergency service calls.

| ADDITIONAL CHARGES THAT MAY BE INCURRED  | Product Code | CHARGE |
|--|--------------|--------|
| Towing Fees  | 046 154      | FR/CML |
| Toll Fees  | 046 428      | FR/CML |
| Mileage Over 20 Miles Per Call (Portal to Portal)<br>Adjusted Weekly, see <a href="http://www.tire-hq.com">www.tire-hq.com</a>   | 046 904      |        |
| Fuel Surcharge<br>First 20 miles is charged a surcharge, flat charge indexed weekly. Applies to pickup delivery and road service calls.<br>Adjusted Weekly, see <a href="http://www.tire-hq.com">www.tire-hq.com</a> | 047 526      |        |
| Commercial Wide Base Scrap Disposal Fee  | 046 375      | FR/CML |
| Commercial Disposal Fee<br>except AR, OK – ineligible with new tire purchase (NY max \$2.50)   | 046 356      | FR/CML |
| Tire Disposal for AR and OK only w/out tire purchase – for consumer or commercial tires  | 040 206      | FR/CML |

National Account customers will not pay shop supplies

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

\* All prices are for most vehicles, some may require additional charges.

Updated 12/01/2018

## TRUCK TIRE ROAD SERVICE CONT.

| BASIC ROAD SERVICES   |              |           |
|---|--------------|-----------|
| The fleet and the dealer are to establish one of the 2 methods of billing w/ the service provider prior to work being performed   | Product Code | CHARGE    |
| Emerg Road Svc Call-Reg Hrs./Per Hr. - 8:00am - 5:00pm Monday thru Friday   | 046 240      | \$ 109.00 |
| Emerg Road Svc Call-Reg Hrs./Per 1/2 Hr. - 8:00am - 5:00 pm Monday thru Friday  | 046 241      | \$ 54.50  |
| Emerg Road Svc Call-After Hrs./Per Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays   | 046 242      | \$ 129.00 |
| Emerg Road Svc Call-After Hrs./Per 1/2 Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays   | 046 243      | \$ 64.50  |
| YARD CALL   |              |           |
| An agreed upon time by both the servicing provider and the customer usually to take place within 3 to 8 business hours during regular business hours either the same or early next day. Time is charged by the hour on the customer location with a 1 hour minimum. Includes all labor – parts excluded | Product Code | CHARGE    |
| Yard Call-Reg Hrs./Per Hr.  | 046 244      | \$ 89.00  |
| Yard Call-Reg Hrs./Per 1/2 Hr.  | 046 245      | \$ 44.50  |
| Yard Call-After Hrs./Per Hr.  | 046 246      | \$ 109.00 |
| Yard Call-After Hrs./Per 1/2 Hr.  | 046 247      | \$ 54.50  |
| Yard Call One Time Charge   |              |           |
| Charged as a one time charge by both the serviceing provider and the customer.  | 046 911      | \$ 40.00  |
| EMERGENCY UNSCHEDULED YARD CALL   |              |           |
| Fleet requesting someone to come over ASAP. Time is charged portal to portal w/ mileage. If call exceeds 20 miles round trip, mileage is charged. Includes all labor- parts excluded  | Product Code | CHARGE    |
| Emerg Unscheduled Yard Call Hrs/Per Hr.   | 046 381      | \$ 95.00  |
| Emerg Unscheduled Yard Call per 1/2 Hr.   | 046 382      | \$ 47.50  |

National Account customers will not pay shop supplies

**\* All prices are for most vehicles, some may require additional charges.**

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

**Updated 12/01/2018**



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

10/14/2019

Date Rec'd

10/2/2019

Clerk's File #

CPR 1991-0068

Renews #

Submitting Dept

MAYOR

Cross Ref #

Contact Name/Phone

BRANDY COTE 6256774

Project #

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #

Agenda Item Type

Boards and Commissions

Requisition #

Agenda Item Name

0520 APPOINTMENT TO THE SPOKANE HUMAN RIGHTS COMMISSION

Agenda Wording

Appointment of Hayley Harrison to a three year term on the Spokane Human Rights Commission, filling a currently vacant seat. The term should be from 10/15/19 - 10/15/22.

Summary (Background)

Appointment of Hayley Harrison to a three year term on the Spokane Human Rights Commission, filling a currently vacant seat. The term should be from 10/15/19 - 10/15/22.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mmorrison@spokanecity.org

Additional ApprovalsPurchasing



# Agenda Sheet for City Council Meeting of: 10/14/2019

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 9/30/2019     |
| <u>Clerk's File #</u> | RES 2019-0088 |
| <u>Renews #</u>       |               |

|                           |   |                      |  |
|---------------------------|---|----------------------|--|
| <u>Submitting Dept</u>    | DEVELOPER SERVICES CENTER               | <u>Cross Ref #</u>   |  |
| <u>Contact Name/Phone</u> | KRIS BECKER 6392                        | <u>Project #</u>     |  |
| <u>Contact E-Mail</u>     | KBECKER@SPOKANECITY.ORG                 | <u>Bid #</u>         |  |
| <u>Agenda Item Type</u>   | Resolutions                             | <u>Requisition #</u> |  |
| <u>Agenda Item Name</u>   | 4700- DOWNTOWN PARKING STUDY RESOLUTION |                      |  |

## Agenda Wording

A six year plan and set of recommendations based on the Downtown Parking Study.

## Summary (Background)

City hired Nelson Nygaard to complete the new parking study which was completed February 2019. The study concluded with seven recommendations

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <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>         | Urban Experience<br>10/14/19 |
| <u>Division Director</u>    | CORTRIGHT, CARLY | <u>Other</u>                 |                              |
| <u>Finance</u>              | ORLOB, KIMBERLY  | <u>Distribution List</u>     |                              |
| <u>Legal</u>                | RICHMAN, JAMES   | kbecker@spokanecity.org      |                              |
| <u>For the Mayor</u>        | ORMSBY, MICHAEL  | ccortright@spokanecity.org   |                              |
| <u>Additional Approvals</u> |                  | korlob@spokanecity.org       |                              |
| <u>Purchasing</u>           |                  | dnorman@spokanecity.org      |                              |

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|  |  |  |

## **RESOLUTION NO 2019-0088**

**A RESOLUTION** recognizing the attached 2019 Downtown Parking Study and appendices as an evaluation of the existing parking system, a six-year plan, and a set of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors.

**WHEREAS**, substantial citywide and regional growth is anticipated by 2040 and downtown will be a major focal point; and

**WHEREAS**, how Spokane manages, supplies and designs parking will have a direct impact on its ability to create a multimodal, mixed-use place and further enhance the vitality of downtown; and

**WHEREAS**, the City of Spokane previously completed a parking study in 2005 and 2011; and

**WHEREAS**, the City hired the consultant Nelson Nygaard to complete a new parking study which began January of 2018 and was completed February 2019; and

**WHEREAS**, Nelson Nygaard evaluated the existing parking system and conducted extensive outreach with stakeholders and the general public as well as an on-site survey of downtown parking facilities; and

**WHEREAS**, the study recommends:

- a) Adopting downtown parking goals and objectives to guide our effort;
- b) Maximizing the use of our current parking supply;
- c) Updating our permit programs and event management policies;
- d) Investing in our parking system to modernize it;
- e) Making parking simple to find and payment easy;
- f) Updating City policy and zoning code to support long term growth and multimodal travel downtown;
- g) Reducing parking demand over time.

**WHEREAS**, the study offers a set of coordinated strategies that suggest possible changes to the municipal code and investments in overall downtown mobility; and

**WHEREAS**, the Downtown Parking Study and associated implementation plan were accepted and recommended by the Parking Advisory Committee meeting on April 23, 2019; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the 2019 Downtown Parking Study and appendices is accepted as a body of work which can be used to guide the City in updating and improving the downtown parking system and environment. The 2019 Downtown Parking Study and appendices can be used to support comprehensive plan initiatives as well as other strategic plans; and can be a component to help plan future City efforts.

ADOPTED by the City Council this\_\_\_\_\_day of\_\_\_\_\_, 2019.

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City Clerk

Approved as to form:

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Assistant City Attorney

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

10/14/2019

Date Rec'd

10/1/2019

Clerk's File #

RES 2019-0089

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

KRIS BECKER 6392

Project #Contact E-Mail

KBECKER@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

4700- UNIVERSITY DISTRICT RESOLUTION

Agenda Wording

A resolution recognizing the University District Parking Study Phase One Final Report as an evaluation of the current inventory in the University District, issues, challenges, potential opportunity areas.

Summary (Background)

Nelson Nygaard was hired to complete phase on of the studay starting in January 2018 and ending in August 2018 resulting in seven findings.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionUrban Experience  
10/14/19Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

korlob@spokanecity.org

Purchasing

dnorman@spokanecity.org

## **RESOLUTION NO 2019- 0089**

**A RESOLUTION** recognizing the attached University District Parking Study, Phase One Final Report as an evaluation of the current inventory in the University District, issues, challenges, potential opportunity areas as well as an initial solicitation of community feedback.

**WHEREAS**, the University District bridges the Spokane River on the eastern edge of downtown generally bounded by Sharp Avenue to the north, Columbus Street and the Spokane River to the east, Pacific Avenue to the south, and Division Street to the west.

**WHEREAS**, recent and ongoing growth has led to concerns about the availability of parking and increased demand for mobility to, from, and within the University District; and

**WHEREAS**, The City of Spokane, in partnership with the University District Development Association commissioned the University District Parking Study to proactively assess the inventory parking facilities in the University District area; and

**WHEREAS**, the consultant, Nelson Nygaard, was hired to complete phase one of the study which began January of 2018 and was completed August 2018; and

**WHEREAS**, University District Parking Study, Phase One Final Report found:

- a) Parking occupies 25% of land in the University District; and
- b) There are 12,000 parking spaces in the University District; and
- c) There are 2,000 on-street parking spaces, most of which are open to the public and free of charge with no time limits; and
- d) Over half of all parking in the study area is privately owned and reserved for private users; and
- e) Only 376 parking spaces are available to the general public in paid, off-street lots; and
- f) Opportunity exists to explore partnerships and shared parking management to ensure a coordinated approach to parking in the University District; and
- g) There is an opportunity to look at not just parking, but general mobility and access to transportation in the University District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the 2018 University District Parking Study, Phase One Final Report be recognized as an assessment of the current on and off-street parking inventory in the University District.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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City Clerk

Approved as to form:

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Assistant City Attorney