

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Eleventh** Updated Proclamation **20-28.11**, dated **October 2, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **November 9, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **October 19, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 405 1437** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, October 19, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.



- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 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 (3) minutes to present their 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 there to 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 19, 2020

### MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## **CITY COUNCIL BRIEFING SESSION**

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

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

### **ADDRESSING THE COUNCIL**

- No member of the public 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 and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

# 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 CLAIMS

#### RECOMMENDATION

- |  |         |               |
|--|---------|---------------|
| 1. Contract Amendment No. 2 with Systems & Software, Inc. (Winnoski, VT) utility information system support and maintenance through June 3, 2021—\$319,812.50 (incl. tax).<br><b>Brandon Meiers</b>  | Approve | OPR 2019-0364 |
| 2. Contract Amendment with Stantec Consulting Services, Inc. (Spokane) for The Yard – Grant writing and technical assistance for U.S. EPA Brownfield Grants—increase of \$10,000. (Paid by an Environmental Protection Agency Grant.)<br><b>Teri Stripes</b> | Approve | OPR 2020-0603 |
| 3. Grant Extension from Washington Traffic Safety Commission for DUI Court—\$63,000 revenue.<br><b>Seth Hackenberg</b>   | Approve | OPR 2019-0962 |
| 4. Grant Award from the Department of Justice – Office of Justice Programs to expand Spokane Community Court into the East Central Neighborhood—\$166,048 revenue.<br><b>Seth Hackenberg</b>   | Approve | OPR 2020-0757 |

- |  |                                    |               |
|--|------------------------------------|---------------|
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payments | CPR 2020-0002 |
| 6. City Council Meeting Minutes: _____, 2020.  | Approve<br>All                     | CPR 2020-0013 |

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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

Park Board: Two Appointments

Approve

CPR 1981-0402

## 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 – WILL NOT BE HELD

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## LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0071 Approving the appointment of Stephen Burns as Director of Water and Hydroelectric Services for the City of Spokane. (Council Sponsor: Council President Beggs)  
**Amber Richards**
- RES 2020-0072 Approving the Plan Commission's 2020-2021 Work Program. (Council Sponsor: Council Member Mumm)  
**Council Member Mumm**

NO FIRST READING ORDINANCES

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NO SPECIAL CONSIDERATIONS

NO HEARINGS

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Motion to Approve Advance Agenda for October 19, 2020  
(per Council Rule 2.1.2)

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OPEN FORUM – WILL NOT BE HELD

**ADJOURNMENT**

The October 19, 2020, Regular Legislative Session of the City Council is adjourned to October 26, 2020.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
10/19/2020

<b>Date Rec'd</b>	10/7/2020
<b>Clerk's File #</b>	OPR 2019-0364
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 4480-18
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	PUBLIC WORKS
<b>Contact Name/Phone</b>	BRANDON 625-6410
<b>Contact E-Mail</b>	BMEIERS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 SYSTEMS AND SOFTWARE - UIS

**Agenda Wording**

Due to COVID-19, response measures and related resource capacity at the City has had a direct impact on our ability to meet UIS Project key deadlines with some critical path tasks postponed or delayed.

**Summary (Background)**

This Utility Information System project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, Cstar with Systems & Software's product enQuesta6. The original budget approved for this project was \$3,306,921.78. The project officially kicked off in July 2019. Due to COVID-19, scheduled project implementation activities subsided causing the need for a scheduling adjustment for a new Go Live date from November 2020 to April 2021.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Expense	\$ 319,812.50 including tax	# 4250-30210-38141-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	SIMMONS, SCOTT M.	<b><u>Study Session\Other</u></b> PIES 08/24/2020
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	Accounting - jsalstrom@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<b><u>Additional Approvals</u></b>		Legal - modle@spokanecity.org
<b><u>Purchasing</u></b>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		S & S- Dana Lendorf-McCarthy - DLendorf-



## Briefing Paper

### City Council Briefing

<b>Division &amp; Department:</b>	Public Works, Utility Billing																						
<b>Subject:</b>	UIS Project – Billing System Conversion – Contract Extension																						
<b>Date:</b>	July 20, 2020																						
<b>Author (email &amp; phone):</b>	Corin Morse (cmorse@spokanecity.org) or 625.6855																						
<b>City Council Sponsor:</b>																							
<b>Executive Sponsor:</b>	Scott Simmons																						
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & 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>																							
<b>Strategic Initiative:</b>	Successful Conversion of the Utility Information System (UIS)																						
<b>Deadline:</b>																							
<b>Outcome:</b>	Full implementation of the UIS system April 2021																						
<b>Background/History:</b> This Utility Information System project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, Cstar with Systems & Software's product enQuesta6. The original budget approved for this project was \$3,306,921.78. The project officially kicked off in July 2019. Due to COVID-19, scheduled project implementation activities subsided causing the need for a scheduling adjustment for a new Go Live date from November 2020 to April 2021. The amount of this impact is \$319,812.50; increasing the total project amount to \$3,626,734.28																							
<b>Executive Summary:</b> During mid-March to mid-May, COVID-19 response measures and related resource capacity at the City has had a direct impact on our ability to meet key deadlines with some critical path tasks postponed or delayed. As a result, the City and the vendor need additional time to complete this important project successfully. The project timeline was recalculated, with a need to extend the Contract a minimum of 3 months. That change would move the "Go Live" date to April 2021, from November, 2020. We also have developed an additional contingency plan that would allow for a "Go Live" date into March, if further delays are encountered.  S & S recognizes that the City was most impacted by COVID-19 during a 6-week period and is not seeking additional compensation for that period of time. The total cost to extend is \$319,812.50. Here is a look at the additional costs of extending the project:																							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">March 31 Go Live - Project Close June 30, 2021</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Cost</th> </tr> </thead> <tbody> <tr> <td>Additional Project Management - 5 months @ \$18,025</td> <td style="text-align: right;">\$90,125.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$90,125.00</td> </tr> <tr> <td>Additional Project SMEs - 5 months @ \$65,625</td> <td style="text-align: right;">\$328,125.00</td> <td style="text-align: right;">\$98,437.50</td> <td style="text-align: right;">\$229,687.50</td> </tr> <tr> <td>Additional Conversion – 40 hours</td> <td style="text-align: right;">\$7,000.00</td> <td style="text-align: right;">\$7,000.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$425,250.00</b></td> <td style="text-align: right;"><b>\$105,437.50</b></td> <td style="text-align: right;"><b>\$319,812.50</b></td> </tr> </tbody> </table>				March 31 Go Live - Project Close June 30, 2021	Gross	Discount	Cost	Additional Project Management - 5 months @ \$18,025	\$90,125.00	\$0.00	\$90,125.00	Additional Project SMEs - 5 months @ \$65,625	\$328,125.00	\$98,437.50	\$229,687.50	Additional Conversion – 40 hours	\$7,000.00	\$7,000.00	\$0.00	<b>Total</b>	<b>\$425,250.00</b>	<b>\$105,437.50</b>	<b>\$319,812.50</b>
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<b>Total</b>	<b>\$425,250.00</b>	<b>\$105,437.50</b>	<b>\$319,812.50</b>																				
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If new, specify funding source: Water, Wastewater and Solid Waste Other budget impacts: (revenue generating, match requirements, etc.)																							
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required:																							

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 09/24/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** Public Works and Utilities

**Approving Supervisor:** Scott Simmons

**Amount of Proposed Expenditure:** \$319,812.50

**Funding Source:** 4250-30210-38141-54201-99999

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

COVID-19 restrictions and related impact on Spokane resources caused certain Utility Information System Project critical path tasks to be postponed while others required additional time to complete. As a result, the project timeline was recalculated in late May and it has been subsequently determined that the project will require an additional 5 months to be prepared for and ensure a successful cutover to the new system.

**What are the impacts if expenses are deferred?**

We will be unable to complete the tasks which are critical for a successful cutover to the new system in the contracted timeline.

**What alternative resources have been considered?**

There are no other alternatives. Systems & Software was chosen as our vendor to help the City implement the new Utility Information System via RFP 4480-18

**Description of the goods or service and any additional information?**

Professional services for the 5 month project extension and one added conversion. Addition of 5 months to the project schedule.

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Scott Simmons*

E2AAB6F5A12B489...



**City of Spokane**

**CONTRACT AMENDMENT #2  
WITH COST**

**Title: UTILITY INFORMATION SYSTEM,  
SUPPORT AND MAINTENANCE**

This Contract Extension and Amendment including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide a Utility Information System and Support and Maintenance for the City; and*

*WHEREAS, due to COVID-19 restrictions and the related impact and certain critical path tasks to be postponed while others required additional time to complete, and thus the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 23, 2019 and June 4, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on September 1, 2020.

**3. AMENDMENT.**

Section 2 of the Contract, dated May 23, 2019 shall be revised to read as follows:

2. CONTRACT TERM. The Contract shall begin May 15, 2019 and run through June 30, 2021, (~~May 14, 2021~~) unless terminated sooner. The Contract may be extended for three (3) additional one (1) year contract periods with the total contract not to exceed five (5) years.

#### 4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED TWELVE AND 50/100 DOLLARS (\$319,812.50)** for everything furnished and done under this Contract Extension and Amendment in accordance with the attached Change Order, attached hereto as Exhibit A.

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

#### SYSTEMS & SOFTWARE, 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

#### Attachments that are part of this Contract Extension:

August 20, 2020 Change Order

U2020-079



City of Spokane (Spokane)  
CIS Implementation Project  
Project Change Order



<b>Project Name:</b>	CIS enQuesta v6.0 Implementation	<b>Change Order:</b>	CO-02
<b>Requestor:</b>	Brandon Meiers	<b>Date Requested:</b>	04/15/2020
<b>Project Manager:</b>	Jeryl-ann Butler	<b>Priority:</b>	High
<b>Date Created:</b>	06/17/2020	<b>Revision Date:</b>	08/20/2020

### Description of Work Required

**Title: Project Extension**

#### Summary of Business Requirements & Reason for Proposed Change (Include Assumptions)

COVID-19 restrictions and the related impact on Spokane resources caused certain critical path tasks to be postponed while others required additional time to complete. As a result, the project timeline was recalculated in late May and it has subsequently been determined that the project will require an additional 5 months to be prepared for and ensure a successful cutover to the new system.

Go Live. (Go Live between March 29 and April 5, 2021) is needed. However, there remains palpable risk that near term critical path tasks will continue to be impacted and require additional time to complete.

### Proposed Resolution and Recommendation

The recommendation is to add an additional 5 months to the project timeline. This will result in additional effort related to Project Management and Professional Services Core Team SME's.

Another issue to be addressed related to the delays is the age of the converted data for Functional Testing. That conversion was executed in February and Functional Testing is scheduled to being in late August making the data > 6 month old. Testing on this data would result in additional challenges for the testing team and introduce risk to reliable testing results. An additional conversion has been added to the project to mitigate these risks.

The expectation is that the current Project Management (Jeryl Butler) and Core Team resources (Linda Darling, Matt Bellew, Dale Hadley, Cello Souza) will remain in place through the remaining activities and timeline.

The SME's will continue to participate at the current level of effort (2 Full Time, 2 Part Time)

In recognition of the period of time the city was most impacted by the pandemic (~ mid-March to early April 2020), S&S is willing to forego the expense related to the Core Team SME's efforts for that 6 week period as well as the effort related to the additional conversion.

### Impact to Project Scope, Schedule, Costs, Deliverables and Identify Risks

#### Impact to Project Scope:

- Additional Services for project extension and 1 added conversion

#### Impact to Project Schedule:

- Addition of 5 months to the Project Schedule

#### Impact to Project Costs:

- Professional Services for 5 month extension - \$319,812.50

#### Impact on existing Deliverables and list any new Deliverables:

- Deliverables due dates will shift relative to the new timeline. No new Deliverables will be added.

#### The following risk(s) are identified, quantified and mitigated:

- No Additional Risks are added to the project due to the extension

Detailed Costing				Costs
<b>Go Live (between March 29 &amp; April 2) - Project Close June 30, 2021</b>				
	<b>Gross</b>	<b>Discount</b>	<b>Cost</b>	
Additional Project Management - 5 months @ \$18,025	\$90,125.00	\$0.00	\$90,125.00	
Additional Project SMEs - 5 months @ \$65,625	\$328,125.00	\$98,437.50	\$229,687.50	
Additional Conversion – 40 hours	\$7,000.00	\$7,000.00	\$0.00	
<b>Total</b>	<b>\$425,250.00</b>	<b>\$105,437.50</b>	<b>\$319,812.50</b>	
<b>TOTAL</b>				<b>\$319,812.50</b>

Summarized Costing & Work Breakdown	Costs
Development	0
Professional Services	\$319,812.50
<b>Subtotal</b>	<b>\$319,812.50</b>
Year 1 Maintenance & Support (20% of Development) – N/A	\$0.00
<b>Year 1 Costs</b>	<b>\$319,812.50</b>

MS #	Deliverable Name	Acceptance Criteria	Milestone Amount
MS-34	PM and SME Services-Mth1	Due on Nov 1, 2020	\$63,692.50
MS-35	PM and SME Services-Mth2	Due on Dec 1, 2020	\$63,692.50
MS-36	PM and SME Services-Mth3	Due on Jan 1, 2021	\$63,692.50
MS-37	PM and SME Services-Mth4	Due on Feb 1, 2021	\$63,692.50
MS-38	PM and SME Services-Mth5	Due on March 1, 2021	\$63,692.50

**Terms and Conditions:**

1. The change order rate identified in Section 3.1.3 – Change Order Rates within Schedule A of the Software Implementation Services Agreement is (\$175.00/hour) will apply to this Change Order.
2. This Change Order has been submitted, assessed and approved by the Project Management Team and the Executive Sponsors. Signed Approval of this document indicates it will be executed as described.
3. Year 1 Maintenance & Support, if applicable, will be prorated from signing date to the Spokane Support renewal date.

Signed: \_\_\_\_\_  
Spokane Executive Sponsor: Scott Simmons

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Spokane Project Manager: Brandon Meiers

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Executive Sponsor: Dana Lendorf-McCarthy

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Project Manager: Jeryl-ann Butler

Date: \_\_\_\_\_

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)

SYSTEMS &amp; SOFTWARE, INC.

## License Information:

[New search](#)[Back to results](#)**Entity name:** SYSTEMS & SOFTWARE, INC.**Business name:** SYSTEMS & SOFTWARE, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 604-404-683**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 10 EAST ALLEN STREET  
WINOOSKI VT 05404**Mailing address:** 10 EAST ALLEN STREET  
WINOOSKI VT 05404**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Spokane General Business - Non-Resident</a>				Active	Apr-30-2020	May-02-2019

Governing People *May include governing people not registered with Secretary of State*

<a href="#">Governing people</a>	<a href="#">Title</a>
----------------------------------	-----------------------

BENDER, JEFF

RICHARDSON, TODD

## Registered Trade Names

<a href="#">Registered trade names</a>	<a href="#">Status</a>	<a href="#">First issued</a>
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/5/2019 4:19:34 PM

*Working together to fund Washington's future*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2020

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


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

<b>PRODUCER</b>  Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	<b>CONTACT NAME:</b> Mark Warren
	<b>PHONE (A/C, No, Ext):</b> 1-844-990-2378 <b>FAX (A/C, No):</b>
	<b>EMAIL ADDRESS:</b> CertificateRequestsCanada@marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Federal Insurance Company 20281
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 20/21-1037</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			73600397	09/27/2020	09/27/2021	TENANTS LEGAL LIABILITY \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			7176-4342	09/27/2020	09/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.  
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, AND US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF SPOKANE 808 W. SPOKANE FALLS BLVD., 7TH FLOOR SPOKANE, WA 99201-3344	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

10/19/2020

**Date Rec'd**

10/9/2020

**Clerk's File #**

OPR 2020-0603

**Renews #****Cross Ref #**

OPR 2014-0760

**Submitting Dept**

PLANNING

**Contact Name/Phone**

TERI STRIPES 6597

**Project #****Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**CONSULTANT CONTRACT AMENDMENT FOR RIVERFRONT NORTH BANK  
CLEANUP**Agenda Wording**

This amendment adds funds to a Stantec contract - funding comes from an EPA grant.

**Summary (Background)**

In 2017 the EPA awarded the City three grants for Brownfields Cleanup in Riverfront Park. Two of those grant projects completed on time. However, the North Bank cleanup and construction was delayed slightly. This last August, EPA granted our extension request on the North Bank grant for one year. Therefore, additional funds are needed on this consultant contract.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Neutral \$ 10,000

# 1360 94166 94000 56584 48234

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

MEULER, LOUIS

**Council Notifications****Study Session\Other**Urban Experience  
Consent Item  
10/12/2020**Division Director**

BECKER, KRIS

**Council Sponsor**

CP Breean Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

ODLE, MARI

tstripes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

sstopher@spokanecity.org

**Purchasing**

korlob@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

WALLACE, TONYA

sbishop@spokanecity.org

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Planning & Economic Development
<b>Subject:</b>	Consultant Contract Amendment for Riverfront North Bank Cleanup
<b>Date:</b>	10/12/2020
<b>Contact (email &amp; phone):</b>	Teri Stripes, tstripes@spokanecity.org, X6597
<b>City Council Sponsor:</b>	Council President Beggs and Council Member Cathcart
<b>Executive Sponsor:</b>	Louis Meuler, Acting Planning Director
<b>Committee(s) Impacted:</b>	Urban Experience
<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)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site remediation.
<b>Strategic Initiative:</b>	Optimizing Public Assets and Growing Targeted Areas
<b>Deadline:</b>	10/12/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This amendment adds funds to a Stantec contract – funding comes from an EPA grant.
<p>Background/History: In 2017 the EPA awarded the City three grants for Brownfields Cleanup in Riverfront Park. Two of those grant projects completed on time. However, the North Bank cleanup and construction was delayed slightly. This last August, EPA granted our extension request on the North Bank grant for one year. Therefore, additional funds are need on this consultant contract.</p>	
<p><u>Executive Summary:</u></p> <p>The Riverfront Park cleanup has taken more time than originally anticipated. In August, the US EPA granted our extension request, extending our grant period and funds for this work.</p> <p>This contract amendment adds funding to the consultant/Stantec contract for services that will be provided during the EPA grant extension. This \$10,000 amendment is funded by the EPA grant.</p> <p>The consultant is to provide oversight assistance on compliance review, quarter progress reports, updates to the USEPA ACRES system, and the grant closeout report.</p>	
<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 <b>(no revenues or expenses until grants are awarded in 2021)</b></p> <p>Annual/Reoccurring expenditure?      <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?      <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/28/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Planning and Economic Development

**Approving Supervisor:** Louis Meuler

**Amount of Proposed Expenditure:** \$10,000

**Funding Source:** EPA Grant OPR 2017-0710 1360-95126-99999-

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

In 2017 the EPA awarded the City three grants for Brownfields Cleanup in Riverfront Park. Two of those grant projects completed on time. However, the North Bank cleanup and construction was delayed slightly. This last August, EPA granted our extension request on the North Bank grant for one year. Therefore, additional funds are need on this consultant contract.

**What are the impacts if expenses are deferred?**

The City would not be able to meet our grant contract requirements and we would not be able to utilize the cleanup funding (approximately \$130,000) in the North Bank project.

**What alternative resources have been considered?**

None as this is fully funded by the EPA grant.

**Description of the goods or service and any additional information?**

The consultant is to provide oversight assistance on compliance review, quarter progress reports, updates to the USEPA ACRES system, and the grant closeout report.

**Person Submitting Form/Contact:** Teri Stripes tstripes@spokanecity.org x6597

**FINANCE SIGNATURE:**

Tonya Wallace

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. E{A Brownfields Grant Competition; and*

*WHEREAS, a change or revision of the Work is needed that requires additional funds, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 31, 2014 and December 18, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 1, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**STANTEC CONSULTING SERVICES, INC.**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

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

10/19/2020

**Date Rec'd**

10/9/2020

**Clerk's File #**

OPR 2019-0962

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

MUNICIPAL COURT

**Contact Name/Phone**

SETH HACKENBERG 509-309-6948

**Project #****Contact E-Mail**

SHACKENBERG@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0560- DUI COURT GRANT EXTENSION

**Agenda Wording**

The Spokane Municipal DUI Court is seeking acceptance of our WTSC Grant Extension for \$63,000.

**Summary (Background)**

The Washington Traffic Safety Commission has graciously extended their grant award to DUI Court for another year. This award is primarily for UA testing funding with \$50,000 going towards that purpose. \$12,000 is for travel to the 2021 NADCP Rise Educational Conference and the remaining \$1000 is for tablets for Zoom meetings and other supplies for DUI court participants.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Revenue \$ \$63,000

# 1360-91208-99999-33320

Select

\$

#

Select

\$

#

Select

\$

#

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

DELANEY, HOWARD

**Study Session\Other**

10/05/20 PSCHC Agenda

**Division Director**

ANTUSH, MATTHEW

**Council Sponsor****Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

Howard Delaney Department Head  
hdelaney@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

Judge Matthew Antush Division Director  
mantush@spokanecity.org**Additional Approvals**Judge Tracy Staab DUI Court Judge  
tstaab@spokanecity.org**Purchasing**

Robyn Kokot Finance rkokot@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

BROWN, SKYLER



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 10/7/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Municipal Court

**Approving Supervisor:** Howard Delaney

**Amount of Proposed Expenditure:** \$63,000

**Funding Source:** Washington Traffic Safety Commission

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

These funds are necessary to continue the required UA testing for DUI Court participants.

**What are the impacts if expenses are deferred?**

There would substantial financial barriers for some DUI Court participants as well as future participants to the program.

**What alternative resources have been considered?**

Donations from outside sources or 501c3 formation and funding.

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:** Seth Hackenberg/Shackenberg@spokanecity.g

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---





## **INTERAGENCY AGREEMENT**

**BETWEEN THE**

**Washington Traffic Safety Commission**

**AND**

**Spokane Municipal Court**

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

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

### **1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project 2021-AG-4039-Spokane Municipal DUI Court.

### **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021 unless terminated sooner, as provided herein.

### **3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

#### **Problem Statement:**

In the past four years Spokane Municipal Court has had an average of 51 repeat DUI offenders. The Spokane Municipal Court has already seen a significant increase in DUI arrests due to Spokane Police Department (SPD) DUI enforcement officers under Project Title DUI Enforcement. In the first quarter (October-December 2017) SPD DUI Enforcement Officers made 106 DUI arrests which is already impacting our target population.

#### **Project Goal:**

The project aims to decrease the number of DUI's for the high risk/high need repeat DUI offender using the DWI Court model developed by the National Center for DWI Courts.

### **Project Strategies, Objectives, and Performance Measures:**

Strategy 1: Use the National Center for DWI Courts' model of implementing DWI/DUI Courts

- Objective: Maintain fidelity to the NCDL DWI Court model to ensure that project has best chance to produce intended results.
- Objective: Provide resources for substance use disorder or co-occurring disorder assessments and DUI Victim Impact Panels.
- Objective: Match treatment and rehabilitation expectations to diagnosis.
- Objective: Expand use of electronic monitoring and drug testing to monitor abstinence outside of the treatment component.
- Objective: Use a collaborative team approach to managing DUI Court.
- Measure: Does the DUI Court follow the NCDL DWI Court model?
- Measure: Change in use of electronic monitoring and drug testing.
- Measure: Compare recidivism rates of DUI Court participants to DUI offenders who do not participate in DUI Court.
- Measure: Each role identified in NCDL's model is represented in the DUI Court team: Judge, Court Coordinator, Prosecutor, Public Defender, Probation Officer, Treatment Representative, Law Enforcement, and Program Evaluator.

Strategy 2: Streamline and improve screening processes to identify high risk impaired driving candidates as potential clients for the DUI court.

- Objective: Screen impaired drivers early in the judicial process to determine if they are high risk/high need.
- Objective: Utilize the CARS assessment to identify risk and needs levels.
- Objective: Reduce time to disposition on individuals to fit within national standards.
- Measure: Number of individuals arrested for DUI who were screened to determine if they are eligible for DUI Court
- Measure: Number of individuals assessed using CARS assessment tool
- Measure: Number of new participants added in FFY2021
- Measure: Number of participants in each of the 5 phases of DUI Court
- Measure: Number of participants who graduate from each of phases of DUI Court
- Measure: Amount of time from arrest to disposition for DUI Court participants.

Strategy 3: Provide an accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court.

- Objective: Conduct frequent and random alcohol and drug testing of DUI Court participants.
- Measure: Number of alcohol and drug tests issued to DUI Court participants.

Strategy 4: Utilize law enforcement partners in the implementation of DUI Court

- Objective: Law enforcement will regularly attend court hearings, conduct curfew checks, and conduct random home visits.
- Measure: Was law enforcement present at DUI Court hearings?
- Measure: Did law enforcement conduct curfew checks and conduct random home visits?

### 3.2. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed Date
End of Federal Fiscal Year 2020 strategic review of program	11/30/2020
Review DUI Court policy and procedures	12/31/2020
Review recidivism for participants-quarterly	09/30/2021
Review participant violations and relapses-monthly	09/30/2021
DUI Court Team program planning meeting	09/30/2021
Process Evaluation - Bi-Annual	09/30/2021

### 3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$63,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

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

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

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

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

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

### 3.4. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$0.00
Travel	\$12,000.00
Contract Services	\$50,000.00
Equipment (listed in the table below)	\$0.00

Goods or other expenses	\$1,000.00
Indirect Costs	\$0.00
TOTAL	\$63,000.00

Travel: \$12,000.00

Expenses related to core team members to attend NADCP conference including per diem; airfare; lodging.

Goods and other expenses: \$1,000.00

-Tablets for Remote Access (\$50 per item, 5 total at \$250) and Headphones (\$10 per set, 5 total for \$50)- \$300 Total

-50 "Day" Bus Passes at \$4 each - \$200 Total

-20 Day Planners (estimate cost of \$15 per item)- \$300 Total

-General supplies and/or extra planners or tablets as needed- \$200 Total

Contract Services: \$50,000.00

\$50,000.00 will be used to support sobriety through random urinalysis testing.

(Note: Project Director will follow local procurement policy for 3rd party contract services.)

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

#### 4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

#### 5. ADVANCE PAYMENTS PROHIBITED

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

#### 6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

#### 7. ALL WRITINGS CONTAINED HEREIN

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

#### 8. ASSIGNMENT

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

## **9. ATTORNEYS' FEES**

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

## **10. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021, and September 30, 2021, must be received by WTSC no later than November 15, 2021. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

## **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

## **12. COST PRINCIPLES**

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

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

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

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

## **15. GOVERNANCE**

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

## **16. INCOME**

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

## **17. INDEMNIFICATION**

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

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

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

## **18. INDEPENDENT CAPACITY**

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

## **19. INSURANCE COVERAGE**

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

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any

performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

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

## **21. RECORDS MAINTENANCE**

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

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

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

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

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

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

## **24. SAVINGS**

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

## **25. SEVERABILITY**

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

## **26. SITE SECURITY**

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

## **27. TAXES**

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

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

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

## **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of



which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

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

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

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

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

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

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

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

### **32. BUY AMERICA ACT**

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

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

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

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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

34.1. The SUB-RECIPIENT shall:

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

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

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

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

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

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

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

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

### **36. FEDERAL LOBBYING**

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

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

### **38. POLITICAL ACTIVITY (HATCH ACT)**

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

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

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

### **40. STATE LOBBYING**

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

### **41. DESIGNATED CONTACTS**

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Seth Hackenberg Shackenberg@spokanecity.org 509-625-4146	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

#### 42. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

#### Spokane Municipal Court

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### WASHINGTON TRAFFIC SAFETY COMMISSION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**Agenda Sheet for City Council Meeting of:**  
10/19/2020

<b>Date Rec'd</b>	10/9/2020
<b>Clerk's File #</b>	OPR 2020-0757
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT
<b>Contact Name/Phone</b>	SETH HACKENBERG 509-309-6948
<b>Contact E-Mail</b>	SHACKENBERG@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0560-BJA EXPANSION GRANT COMMUNITY COURT

**Agenda Wording**

The Spokane Community Court is submitting our grant award from the BJA, 2020-DC-BX-0042, for \$166,048 to expand the Spokane Community Court into the East Central neighborhood for acceptance.

**Summary (Background)**

The Spokane Community Court has been granted an award from the BJA (2020-DC-BX-0042), for the sum of \$166,048 to expand our service into the East Central neighborhood. These funds will be used to hire on a Social Services Navigator, who will assist Community Court participants in accessing services throughout the city of Spokane. Other portions of the funding will be used for training provided by JustLead to educate the Community Court team on systems thinking and structural racism.

<b><u>Fiscal Impact</u></b>	Grant related? YES Public Works? NO	<b><u>Budget Account</u></b>
Revenue	\$ \$166,048	# 0560-91202-99999-33316
Expense	\$ \$166,048	# 0560-91202-12500-5XXXX
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DELANEY, HOWARD	<b><u>Study Session\Other</u></b>	10/05/20 PSCHC Agenda
<b><u>Division Director</u></b>	ANTUSH, MATTHEW	<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	Howard Delaney Division Head hdelaney@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	Judge Matthew Antush Division Director mantush@spokanecity.org	
<b><u>Additional Approvals</u></b>		Judge Mary Logan Community Court Judge mlogan@spokanecity.org	
<b><u>Purchasing</u></b>		rkokot@spokanecity.org	
<b><u>GRANTS &amp; CONTRACT MGMT</u></b>	BROWN, SKYLER		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 10/7/2020

**Type of expenditure:** Goods ☐ Services ☐

**Department:** Municipal Court

**Approving Supervisor:** Howard Delaney

**Amount of Proposed Expenditure:** \$166,048

**Funding Source:** Department of Justice (DOJ) Office of Justice Pro

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This grant will cover expansion into the East Central Neighborhood, particularly the hiring of a Social Services Navigator that will assist court participants in accessing services and maintaining contact with service providers. This contact is key to success and the Social Service Navigator position will allow for more participants to remain in better contact with service providers.

**What are the impacts if expenses are deferred?**

It will become more difficult to help participants access services, lack of access to services is a key barrier that all participants in Community Court face.

**What alternative resources have been considered?**

Donations from outside parties, however this type of funding is not stable enough to support a position.

**Description of the goods or service and any additional information?**

Social Services Navigator, will help participants maintain contact with social service providers and act as a de facto case manager for participants who are in need of the extra support.

JustLead, will provide training to support the Court Team in better understanding systemic racism and structural racism both in society and the justice system.

**Person Submitting Form/Contact:** Seth Hackenberg/Shackenberg@spokanecity.g

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**





**Department of Justice (DOJ)**  
Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 19, 2020

The Honorable Naydine Woodard  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339

Dear Mayor Woodard:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Spokane for an award under the OJP funding opportunity entitled "National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement." The approved award amount is \$166,048. These funds are for the project entitled Spokane Community Court Expansion.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Spokane accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tracy Lee-Williams, Program Manager at (202) 598-9695; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**  
**Office of Justice Programs**  
*Office of Civil Rights*

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*Washington, DC 20531*

September 19, 2020

The Honorable Naydine Woodard  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339

Dear Mayor Woodard:

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 (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP 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,

A handwritten signature in black ink, appearing to read "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

<div></div> <div>Department of Justice (DOJ) Office of Justice Programs <b>Bureau of Justice Assistance</b></div>		<div>Grant</div>		PAGE 1 OF 16																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3339		4. AWARD NUMBER: 2020-DC-BX-0042																			
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2022  BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2022																			
		6. AWARD DATE 09/19/2020		7. ACTION  Initial																	
2a. GRANTEE IRS/VENDOR NO. 916001302		8. SUPPLEMENT NUMBER 00																			
2b. GRANTEE DUNS NO. 115528189		9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Spokane Community Court Expansion		10. AMOUNT OF THIS AWARD \$ 166,048																			
		11. TOTAL AWARD \$ 166,048																			
12. SPECIAL CONDITIONS  THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT  This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409																					
14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  16.585 - Drug Court Discretionary Grant Program																					
15. METHOD OF PAYMENT  GPRS																					
AGENCY APPROVAL		GRANTEE ACCEPTANCE																			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Naydine Woodard Mayor																			
17. SIGNATURE OF APPROVING OFFICIAL  		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																	
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table><tr><td>FISCAL YEAR</td><td>FUND CODE</td><td>BUD. ACT.</td><td>OFC.</td><td>DIV. REG.</td><td>SUB.</td><td>POMS</td><td>AMOUNT</td></tr><tr><td>X</td><td>B</td><td>DC</td><td>80</td><td>00</td><td>00</td><td></td><td>166048</td></tr></table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DC	80	00	00		166048	21. VDCUGT2620			
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT														
X	B	DC	80	00	00		166048														

 <div>Department of Justice (DOJ) Office of Justice Programs <b>Bureau of Justice Assistance</b></div>	<b>AWARD CONTINUATION SHEET Grant</b>	PAGE 2 OF 16
PROJECT NUMBER 2020-DC-BX-0042      AWARD DATE 09/19/2020		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>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.</p> <p>Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<a href="https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm">ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm</a>), and incorporated by reference into the award.</p> <p>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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.</p> <p>Failure to comply with one or more 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 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. DOJ, including OJP, also may take other legal action as appropriate.</p> <p>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).</p> <p>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.</p>		



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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, 2018, 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, 2018, 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.

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.



 <div>Department of Justice (DOJ) Office of Justice Programs <b>Bureau of Justice Assistance</b></div>	<b>AWARD CONTINUATION SHEET Grant</b>	PAGE 5 OF 16
PROJECT NUMBER 2020-DC-BX-0042      AWARD DATE 09/19/2020		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <a href="https://www.sam.gov/">https://www.sam.gov/</a>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>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.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/SAM.htm">https://ojp.gov/funding/Explore/SAM.htm</a> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>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).</p>		



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 7 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 8 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 9 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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>.

 <div>Department of Justice (DOJ) Office of Justice Programs <b>Bureau of Justice Assistance</b></div>	<b>AWARD CONTINUATION SHEET Grant</b>	PAGE 10 OF 16
PROJECT NUMBER 2020-DC-BX-0042	AWARD DATE 09/19/2020	
<p><i>SPECIAL CONDITIONS</i></p> <p>19. Effect of failure to address audit issues</p> <p>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.</p> <p>20. Potential imposition of additional requirements</p> <p>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.</p> <p>21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42</p> <p>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.</p> <p>22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54</p> <p>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."</p> <p>23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38</p> <p>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.</p> <p>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.</p> <p>The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <a href="https://www.ecfr.gov/cgi-bin/ECFR?page=browse">https://www.ecfr.gov/cgi-bin/ECFR?page=browse</a>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.</p>		



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 11 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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") at any tier, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 12 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

# AWARD CONTINUATION SHEET

## Grant

PAGE 13 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

### SPECIAL CONDITIONS

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.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-DC-BX-0042 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 14 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. 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.
34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
35. 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.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
39. 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).
40. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
41. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
42. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

43. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a “violent offender” means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
46. Withholding of funds: Disclosure of pending applications
- The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.
47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



**Department of Justice (DOJ)**

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:** Categorical Exclusion for City of Spokane

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

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

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice (DOJ)  
Office of Justice Programs  
  
Bureau of Justice Assistance

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

Grant

PROJECT NUMBER

2020-DC-BX-0042

PAGE 1 OF 1

This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

1. STAFF CONTACT (Name & telephone number)

Tracy Lee-Williams  
(202) 598-9695

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

Seth Hackenberg  
Court Coordinator  
1100 W Mallon Ave  
Spokane, WA 99260  
(509) 309-6948

3a. TITLE OF THE PROGRAM

National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Spokane Community Court Expansion

5. NAME & ADDRESS OF GRANTEE

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 166,048

10. DATE OF AWARD

09/19/2020

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 Bureau of Justice Assistance (BJA) FY20 National Community Courts Site-based and Training and Technical Assistance Initiative supports efforts by state, local, and federally recognized Indian tribal governments to establish and enhance community courts in their jurisdictions. Community courts enhance public safety by addressing underlying issues that lead to criminal behavior, including substance abuse and behavioral health issues. By engaging communities in planning and operational processes, they provide justice system officials with more effective options in dealing with lower-level offenses, enhance public trust in the conduct of justice, and help to reduce unnecessary incarceration.

The grant recipient has completed a substantial amount of planning and is ready to fully implement a community court or will be enhancing an existing community court. Funding will be used for case management, supervision and treatment services, and/or the provision and coordination of recovery support services. Courts must ensure that participants are tested periodically for the use of controlled substances, including medical marijuana, and that the court conforms to the key

community court principles and statutory requirements of the program. CA/NCF



**Agenda Sheet for City Council Meeting of:**  
10/19/2020

<b>Date Rec'd</b>	10/7/2020
<b>Clerk's File #</b>	CPR 1981-0402
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 625-6774
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 PARK BOARD APPOINTMENTS

**Agenda Wording**

Appointment of two Park Board members: Kevin Brownlee for a term of 10/20/20 - 2/1/22 and Hannah Kitz for a term of 10/20/20 - 2/4/25.

**Summary (Background)**

Appointment of two Park Board members: Kevin Brownlee for a term of 10/20/20 - 2/1/22 and Hannah Kitz for a term of 10/20/20 - 2/4/25.

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



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
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**Today's Date:** 9/30/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** 0520 Mayor's Office

**Approving Supervisor:** Brandy Cote

**Amount of Proposed Expenditure:** 0.00

**Funding Source:** N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

No expense related to volunteer board and commission appointment.

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

Board and commission appointments.


**Person Submitting Form/Contact:** Brandy Cote 625-6774

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

 <b>Agenda Sheet for City Council Meeting of*</b> 10/19/2020 <input type="text"/> <input type="button" value="v"/> Briefing date: 10/12/2020 <b>Status: COUNCIL REVIEW</b>		? Date Rec'd (Clerk use only) 10/6/2020
		? Clerk's File # RES 2020-0071
		? Renewals #
<b>Submitting Dept*:</b>	MAYOR <input type="text"/> <input type="button" value="v"/>	? Cross Ref #
<b>Contact Name &amp; Phone*:</b>	AMBER RICHARDS 625-6383	? Project #
? <b>Contact E-Mail*</b>	ARICHARDS@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input type="checkbox"/>	Resolutions <input type="text"/> <input type="button" value="v"/>	? Requisition #
? <b>Agenda Item Name:</b> Begin with Dept # 0620 RESOLUTION APPOINTING STEPHEN BURNS AS WATER/H		
? <b>Agenda Wording*:</b> (189 character max) <input type="checkbox"/> Additional attached? Resolution Appointing Stephen Burns as Water & Hydro Director		
? <b>Summary (Background)*:</b> (439 character max.) <input type="checkbox"/> Additional attached? Resolution Appointing Stephen Burns as Water & Hydro Director		
? <b>Fiscal Impact</b> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
<b>Budget Account</b> <input type="checkbox"/> Additional attached?		
Select <input type="button" value="v"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="button" value="v"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="button" value="v"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="button" value="v"/> \$	<input type="text"/>	# <input type="text"/>
? <b>Approvals</b>		? <b>Council Notifications</b> (Date) <input checked="" type="checkbox"/> None
Dept Head	COTE, BRANDY	Study Session / Other
Division Director	<input type="text"/>	Council Sponsor Breean Beggs
Finance	WALLACE, TONYA	? <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	<input type="text"/>
For the Mayor	ORMSBY, MICHAEL	<input type="text"/>
? <b>Additional Approvals</b>		<input type="text"/>
Purchasing	<input type="text"/>	<input type="text"/>
Select Dept 1 <input type="button" value="v"/>	<input type="text"/>	<input type="text"/>
Select Dept 2 <input type="button" value="v"/>	<input type="text"/>	<input type="text"/>
Select Dept 3 <input type="button" value="v"/>	<input type="text"/>	<input type="text"/>





# Expenditure Control Form

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**Today's Date:** 10/06/2020

**Type of expenditure:**

Goods ☐

Services ☐

**Department:** All

**Approving Supervisor:** NA

**Amount of Proposed Expenditure:** NA

**Funding Source:** NA

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

NA

**What are the impacts if expenses are deferred?**

NA

**What alternative resources have been considered?**

NA

**Description of the goods or service and any additional information?**

NA

**Person Submitting Form/Contact:** NA

**FINANCE SIGNATURE:**

\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

## RESOLUTION 2020-0071

A Resolution approving the appointment of Stephen Burns as Director of Water and Hydroelectric Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Stephen Burns as Director of Water and Hydroelectric Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Stephen Burns as Director of Water and Hydroelectric Services the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2020.

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

Approved as to form:

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

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

10/19/2020

<u>Date Rec'd</u>	10/7/2020
<u>Clerk's File #</u>	RES 2020-0072
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM 625-6275
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION ADOPTING THE 2020-2021 PLAN COMMISSION WORK PROGRAM

**Agenda Wording**

A resolution adopting the 2020-2021 work program for the Spokane Plan Commission.

**Summary (Background)**

A resolution adopting the Plan Commission's work program for 2020-2021.

<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>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> UD Comm., 10/12/2020
<u>Division Director</u>		<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



# Expenditure Control Form

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Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---

## RESOLUTION NO. 2020-0072

A resolution approving the Plan Commission's 2020-2021 Work Program.

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the City Council and the Plan Commission met on September 3, 2020 to review and discuss the proposed Plan Commission 2020-2021 Work Program; and

**WHEREAS**, the Plan Commission met on September 23, 2020 and made a recommendation to approve the proposed Plan Commission 2020-2021 Work Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission's 2020-2021 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2020-2021.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

**BE IT FURTHER RESOLVED** that the Council and the Plan Commission commit to review the 2020-2021 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved as to form:

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

## 2020-2021 Work Plan

### Remainder of 2020 Projects Completion

Project Name	Start/Status	Plan Commission	Project Completion
2020 Development Code Cleanup	Just Finished	Q3-2020	Q3-2020
29 <sup>th</sup> & Grand Center Study	Just Finished	Q3-2020	Q3-2020
Foothills CC3 - Overlay	Just Finished	Q3-2020	Q3-2020
U-District Sub-Area Plan and Development Standards	Just Finished	Q3-2020	Q3-2020
Street Renaming of Fort George Wright Drive	In Progress	Q4-2020	Q4-20 / Q1-2021
Street Standards Update (including Bicycle Standards)	In Progress	Q3-2020	Q4-2020

### 2020 Mandated / Annual Projects

6-Year City-Wide Capital Program Update	Q2-2020	Q3-2020	Q4-2020
2019 / 2020 Comp Plan Amendments	Q4-2019	Q2/3 - 2020	Q4-2020

### 2021 Project Completion

Project Name	Start/Status	Plan Commission	Project Completion
North Bank Plan	In Progress	Q1-20 / Q4-20	Q1-2021
Downtown Plan Update	In Progress	Q4-2020	Q2-2021
Housing Action Plan	Q4-2019	Q4-2020	Q2-2021
Design Guidelines – Shoreline, Public Structures, PUD, Skywalk, etc.	In Progress	Q1-2021	Q3-2021
Capital Facilities Chapter Update - Water	In Progress	Q1-2021	Q4-2021
Capital Facilities Chapter Update - Sewer	TBD	TBD	TBD
Downtown Design Guidelines & Development Standards	Q2-2021	Q3-2021	Q4-2021
Highway 2 - West Plains Transportation Study - WSDOT Lead	In Progress	Q1-2021	Q3-2021
U.S. 195 / I-90 Transportation Study - SRTC Lead	In Progress	Q3-2021	Q4-2021
Division Street Study - SRTC Lead	In Progress	Q2-2021	Q4-2021
2020 Code Clean-up	In Progress	Q4-2020	Q2-2021
Central City Line Overlay Plan Implementation - Land Use and Parking	Q4-2020	Q3-2021	Q4-2021

### 2021 Mandated / Annual Projects

6-Year Transportation Program Update	Q4-2020	Q2-2021	Q2-2021
6-Year City-Wide Capital Program Update*	Q2-2020	Q3-2021	Q4-2021
2020 / 2021 Comp Plan Amendments*	Q4-2020	Q2/Q3 - 2021	Q4-2021
Shoreline Master Plan Update	Q1-2020	Q4-2020	Q1-2021

2022 Project Completion			
Project Name	Start/Status	Plan Commission	Project Completion
2nd Phase - Division Street Study - SRTC Lead	Q4-2021	Q3-2022	Q4-2022
2021 Code Clean-up	Q4-2021	Q4-2021	Q2-2022
New Priority Projects	TBD	TBD	TBD

2022 Mandated / Annual Projects			
2022 - 6-Year Transportation Program Update	Q4-2021	Q2-2022	Q2-2022
2022 - 6-Year City-Wide Capital Program Update	Q2-2021	Q3-2022	Q4-2022
2021/2022 - Private Comprehensive Plan Amendments	Q4-2021	Q3-2022	Q4-2022

Notes:

WA State Periodic Comprehensive Plan Update - June, 2026\*

Next WA State Shoreline Program Update - June, 2030\*

Spokane County Urban Growth Area Mandatory Review - 2025