

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fourteenth** Updated Proclamation **20-28.14**, dated **December 8, 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 **January 19, 2021**.

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 **January 11, 2021**.

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 **146 396 3105** for the 3:30 p.m. Briefing Session or **146 955 2847** 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, January 11, 2021, 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.

#### **To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9 P.M. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, January 11, and will close at 6:00 p.m. or when the spaces have filled**. Instructions for participating are the same as above under virtual public comment and are also available on the form.

Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

**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, JANUARY 11, 2021

### **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 with Infor Public Sector, Inc. to add and maintain CAD mobile licenses to Fire Department tablets from November 30, 2020 to April 30, 2021—\$34,526.68 (excl. tax). (City IT will pay for the initial setup cost.)<br><b>Dusty Patrick</b>   | Approve | OPR 2014-0212 |
| 2. Continuation of Inter-Agency Agreement between the Police Department and the Washington State Criminal Justice Training Commission to memorialize terms and conditions under which the Police Department will provide services and facilities for Basic Law Enforcement Academy.<br><b>Jacqui MacConnell</b>                                  | Approve | OPR 2019-0028 |
| 3. Sole Source Contract Agreement with Clean Energy (Newport Beach, CA) for repairs and maintenance of the City CNG Refueling Station for 1 year with 4 additional 1 year renewals—\$250,000 Total amount: \$1,250,000 (This item has already been approved but it is being resubmitted due to contract language changes.)<br><b>David Paine</b> | Approve | OPR 2020-0756 |

- |   |                                    |               |
|---|------------------------------------|---------------|
| 4. Award Acceptance from the Department of Commerce's New Shelter Program for the creation of a new young adult shelter and permission to subgrant those funds to Volunteers of America—\$2,731,100 Revenue.<br><b>Tim Sigler</b>                           | Approve                            | OPR 2021-0015 |
| 5. Third Amendment to the City of Spokane Universal Transit Access Pass Agreement (U-TAP) —\$51,708.<br><b>Amber Richards</b>   | Approve                            | OPR 2017-0727 |
| 6. Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2020-0002 |
| a. 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 \$_____. |                                    |               |
| b. Payroll claims of previously approved obligations through_____, 2020: \$_____.   |                                    | CPR 2020-0003 |
| 7. 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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**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**

### **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36002 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund – Public Defender

FROM: Other Judicial Grants, \$50,000;

TO: Temp/Seasonal, same amount.

(This action creates Temp/Seasonal positions using a grant from the Washington State Office of Public Defense) (Council Sponsor: Council Member Kinnear)

**Kathy Knox**

**NO EMERGENCY ORDINANCES**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0002 Adopting various amendments to the City Council's Rules of Procedure. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- RES 2021-0003 Appointing City Council Members to boards, committees, and commissions for 2021. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- RES 2021-0004 Amending the City of Spokane's legislative agenda for the 2021 state legislative session. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- RES 2021-0005 Expressing the City's support for Ballot Proposition No. 1 entitled "Replacement of Expiring Educational Programs and Operation Levy," submitted by Spokane School District 81 for the February 9, 2021 special election regarding propositions for school levy. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- RES 2021-0006 Approving Settlement Agreement and General Release of All Claims of Jessica Warren settled through mediation. (Council Sponsor: Council Member Kinnear)  
**Nathaniel Odle**
- ORD C36000 Relating to authorized military organizations and creating a new section 10.10.035 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Council President Beggs**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35998 Requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- ORD C35999 Establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- ORD C36003 Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Council Sponsor: Council President Beggs)  
**Council President Beggs**

FURTHER ACTION DEFERRED

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for January 11, 2021**  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 p.m. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, January 11, and will close at 6:00 p.m. or when the spaces have filled. Instructions for participating are available on the form. Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

## **ADJOURNMENT**

The January 11, 2021, Regular Legislative Session of the City Council will be held and is adjourned to January 25, 2021.

**NOTE:** There is no meeting scheduled for Monday, January 18, 2021, as this day is the designated Dr. Martin Luther King, Jr. Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, January 19, 2021.

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## **NOTES**

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

01/11/2021

<u>Date Rec'd</u>	12/30/2020
<u>Clerk's File #</u>	OPR 2014-0212
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2021 FUNDS

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	DUSTY PATRICK X7071
<u>Contact E-Mail</u>	DPATRICK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 INFOR CONTRACT AMENDMENT TO ADD MOBILE LICENSES

**Agenda Wording**

Contract with Infor Public Sector Inc. to add and maintain CAD mobile licenses to SFD tablets from November 30, 2020 to April 30, 2021. Contract cost to add these licenses will be \$34,526.68, excluding tax. City IT will pay for the initial setup cost

**Summary (Background)**

The CAD system was originally purchased back in 2003 and has been renewed on an annual basis. This system is necessary for compliance with the Fire Department's contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. Adding these mobile licenses to SFD tablets will align with SFD's Strategic Goal to provide a high state of readiness of our apparatus and equipment.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 34,526.68 (excluding tax)		# 5300-73300-18850-54820-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	PSHC 1/4/2021
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Kyle Haugen (khaugen@spokanecity.org)	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Dusty Patrick (dpatrik@spokanecity.org)	
<u>Additional Approvals</u>		Fire Accounting (fireaccounting@spokanecity.org)	
<u>Purchasing</u>		Margaret Moran (margaret.moran@infor.com)	
		Matt Williams (matt.williams@infor.com)	

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2014-0212  Add CAD Mobile Licenses to SFD Tablets located in SFD Vehicles.
<b>Date:</b>	12/21/2020
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	1/31/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 1/31/21
<b><u>Background/History:</u></b>  Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This new service will add the CAD system to SFD Tablets.  Contract period is for November 30th, 2020 through April 30, 2021. Initial cost will be approximately \$34,526.68 (excluding tax).  The initial setup costs will be paid with City IT budget and any renewal costs will be paid using SFD budget going forward.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# 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:** 12/24/2020

**Type of expenditure:**

Goods ☐

Services ☒

**Department:** Fire/EMS

**Approving Supervisor:** Dusty Patrick

**Amount of Proposed Expenditure:** \$34,526.68 excluding tax

**Funding Source:** 5300-73300-18850-54820-99999

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

**Why is this expenditure necessary now?**

Purchase is necessary to take advantage of current technologies deployed in fire apparatus and to provide updated security of dispatch data as it is delivered to first responders in the field. This will provide routing to emergency calls including turn by turn direction, as well as enabling them to communicate their status over the IP network.

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

If deferred, first responders will continue to rely on a home grown application over 10 years old to receive emergency dispatch information and provide automatic vehicle location.

**What alternative resources have been considered?**

Other mobile data computer software applications were tested and demoed during over the past 6 months.

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

This application not only meets our needs but is offered by the vendor of our current Computer Aided Dispatch system so no custom interfaces are required. This will enable first responders to convey their status over the tablet reducing traffic over the radio network while providing another layer of redundancy.

**Person Submitting Form/Contact:** Dusty Patrick

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**



## Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Agreement (s) between the parties (the "Agreement"). All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

### I. Component Systems

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	PSD-EDISMC	eDispatch Mobile Client	40	CU	XTP
					<b>Total License Fee: \$32,000.00</b>

\* If specified in the User/License Restriction field:

"CU" = **Concurrent Users** - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program  
Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

### II. Support Services

**Annual Support Fee: \$7,040.00**

**Annual Escalation Percentage Cap (effective after the Initial Term):** 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

**Initial Term of Support:** Order Form Date through twelve (12) months from Order Form Date.

**Fee for Initial Term of Support: \$7,040.00**

**Other Fees: \$0.00**

**Total Amount Due (before applicable taxes): \$39,040.00**

#### **Payment Terms:**

Payment is due within 15 days from the Order Form Date.

**Currency:** USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

**Customer****Account ID:** 103**Infor GL ID:** US06A**Account****Executive Name:** Matt Williams

<b>Delivery Address:</b>	<b>Invoice Address:</b>
Spokane Fire Department 44 West Riverside  SPOKANE, WA 99201 USA	Spokane Fire Department 44 West Riverside  Spokane, WA 99201 USA
Contact Name: Dusty Patrick	Contact Name: Dusty Patrick
Contact Title:	Contact Title:
Contact Phone: 509-625-7071	Contact Phone: 509-625-7071
Contact email: dpatrick@spokane-fire.org	Contact email: dpatrick@spokanecity.org

**III. Additional Terms**

Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

Perpetual license - Subject to the terms and conditions of the Agreement and this Order Form, Infor grants Licensee a perpetual (subject to the termination provision of the Agreement), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the object code of the Component Systems specified herein (including any updates, enhancements, or modifications to such Component Systems that Infor provides pursuant to its Support obligations) on the Equipment for Licensee's own internal computing operations, provided Licensee is not in breach of the provisions of the Agreement or this Order Form and has paid all fees in a timely manner. Support for the Component Systems shall be provided on an annual basis upon Licensee's payment of the annual Support Fee prior to the beginning of the applicable Support period. Support will automatically renew for consecutive annual periods beyond the initial Support period on a year-to-year basis unless either party notifies the other in writing of its election to terminate Support for the Component Systems at least ninety (90) days prior the expiration of the then-current Support period. Unless otherwise stated in this Order Form, Licensee has the right to use the Component System in object code format only and no rights to source code are granted. Any rights not expressly granted in the Agreement and this Order Form are expressly reserved.

If the Support renewal of Licensee's previously licensed Component System(s) is pending, then Licensee hereby consents to the renewal of Support services for such Component System(s) and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the Component System(s) licensed herein until such payment is received.

Any reference to "accept" or "acceptance" in the Agreement is not applicable to the Component Systems licensed on this Order Form.

The Component Systems licensed on this Order Form are for production use only. If Licensee wishes to run a copy of the Component Systems for disaster recovery purposes, a separate Order Form is required and additional fees may be required.

The total liability of Infor in connection with the Component Systems licensed on this Order Form shall not exceed the license fee the Licensee actually pays to Infor for such Component Systems.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement. By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The Component Systems licensed on this Order Form are new and/or additional licenses and are not intended to be an exchange or upgrade from any of Licensee's previously licensed Component Systems. If Licensee's intent was for this Order Form to be an exchange or upgrade, then the previously licensed Component System(s) must be current on support and such support shall transfer to the Component System(s) licensed on this Order Form.

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems license, Delivery shall be FOB Shipping Point.

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form (the "Order Form Date") to be completed by Infor upon countersignature: November 30, 2020

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**

DocuSigned by:

*Ron Potempa*

E52FA7ED290A4A4

Signature

Ron Potempa

Typed or Printed Name

Associate General Counsel

Job Title

30 November 2020 | 10:37:39 EST

Date

for: **Spokane Fire Department**

(Customer or Licensee)

*Dusty Patrick*

Signature

Dusty Patrick

Typed or Printed Name

Supervisory Public Safety Analyst

Job Title

11/25/2020

Date





## Amendment

This Amendment dated **December 21, 2020**, sets forth terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Order Form dated **November 30, 2020** (the "Order Form") issued pursuant to the Agreement for Systems and Services No. I 03-S03030I between **Infor (US), LLC**, ("Infor") and **Spokane Fire Department** ("Licensee") with an Effective Date of **June 5, 2003** (the "Agreement"). In case of any conflict between the Agreement, the Order Form, and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement and the Order Form shall remain in full force and effect.

1. **Support Terms.** The below shall be stricken from section II. Support Terms:

### **II. Support Services**

**Annual Support Fee: \$7,040.00**

**Annual Escalation Percentage Cap (effective after the Initial Term):** 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

**Initial Term of Support:** Order Form Date through twelve (12) months from Order Form Date.

<b>Fee for Initial Term of Support:</b>	<b>\$7,040.00</b>
<b>Other Fees:</b>	<b>\$0.00</b>
<b>Total Amount Due (before applicable taxes):</b>	<b>\$39,040.00</b>

The following shall replace the foregoing stricken item(s) under section II. Support Terms:

### **II. Support Services**

**Annual Support Fee: \$7,040.00**

**Annual Escalation Percentage Cap (effective after the Initial Term):** 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

**Initial Term of Support:** Order Form Date through April 30, 2021.

**Fee for Initial Term of Support\*\*\*: \$2,526.68**

\*\*\* The Fee for Initial Term of Support represents a proportional amount of the annual Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

**\$0.00**

**Committed Term of Support:** Order Form Date through sixteen (16) months from Order Form Date.

**Total Amount Due (before applicable taxes): \$34,526.68**

2. On page 2, **III. Additional Terms** of the Order Form,

**Add the following:**

Committed Support Terms

i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor's then-current applicable rates and policies.

ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above is offered by Infor solely in reliance upon Licensee's commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified herein is a binding term, and Support may not be canceled during this time. If Licensee fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by Licensee for the Support fees due hereunder. The parties agree this amount is a fair and reasonable estimation of Infor's damages in the event Licensee breaches its obligation to maintain Support through the commitment period.

iii. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Order Form shall not be disclosed by Licensee to any third party and are to be maintained as Infor "Confidential Information" pursuant to the terms of the Agreement.

3. **Modification.** The Order Form shall continue to remain in full force and effect and will be enforced in accordance with its terms as modified by this Amendment.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered the same Amendment.

The foregoing terms and conditions are accepted by the following authorized representatives of the parties:

Infor (US), LLC, by:

By Brad Steiner  
30388D587107421...

Name Printed Brad Steiner

Title SVP & Deputy General Counsel

Date 23 December 2020 | 12:25:13 EST

Spokane Fire Department

By Dusty Patrick

Name Printed Dusty Patrick

Title Supervisory Public Safety Analyst

Date 12/22/2020



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

## **SOLE SOURCE JUSTIFICATION**

Description of Product/Service: Infor CAD Mobile Licenses

Requisition Number: \_\_\_\_\_

Estimated amount of this purchase: \$ \_\_\_\_\_

Contract Period \_\_\_\_\_

Department: Spokane Fire Dept Contact Person: Dusty Patrick Phone: 509-625-7071

Due Date: \_\_\_\_\_ Work must be completed by: \_\_\_\_\_

Date Material/Equipment/Supplies must be delivered by: \_\_\_\_\_

Location: 44 W Riverside Ave Spokane WA 99201

Date Service must begin by: \_\_\_\_\_

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

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

The Spokane Fire Department is currently using the infor EnRoute computer aided dispatch software solution and this is their product for disseminating information in the field. We would like to migrate from a home-grown solution to this vendor supported software that ties directly into our current CAD environment.



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

Infor sells direct to the customer and is the only vendor that has a direct tie in to our current computer aided dispatch system. This is a module that when added to the current environment will allow for direct communication from the CAD system to first responders in the field eliminating a home grown solution that relies on employees with institutional knowledge and is not supported by the vendor. This module comes with 24x7x365 vendor support and expertise.

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

Yes. The purchase of Enroute CAD Mobile obligates us to Infor for future maintenance, licensing, and support. The Spokane Fire Department has been with Infor since 1991.

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

This is an acceptable price for the maintenance/licensing of a complex CAD Mobile system.

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

The Spokane Fire Department has been a customer of Infor since 1991. They make every effort possible to keep us as a customer, including competitive pricing. They were able to offer us this licensing at a discounted rate since we are a longtime customer and they understand budgets are tight due to COVID.

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

If this sole source is not approved, we will not be able to take full advantage of updated technologies deployed in Fire apparatus. This software is a large step forward from our current in house application that was written 10 years ago. This will provide more information and routing capabilities to first responders as they travel to emergency calls.


Requested Vendor: Infor Public Sector Inc.

Vendor's Address: 4213 Solutions Center Chicago IL 60677-4002

Vendor Contact: Matt Williams Phone: (813) 230-4065

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

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

DocuSigned by:  
  
\_\_\_\_\_  
Signature of Requestor  
(must be an authorized Department Buyer)

12/14/2020

Date

DocuSigned by:  
  
\_\_\_\_\_  
Signature of Department Head or Designee

12/14/2020

Date

\_\_\_\_\_  
Approval by Purchasing (Over \$50,000)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval by Grants Management  
(Required for grant funded purchases)

\_\_\_\_\_  
Date

**ATTENTION:** This service will be unavailable on Sun. March 15th from 8:00 a.m. to 6:00 p.m. PDT for system maintenance.

## Washington State Department of Revenue

[Services](#) [Business Lookup](#) [INFOR PUBLIC SECTOR, INC.](#)

### License Information:

[New search](#) [Back to results](#)

**Entity name:** INFOR PUBLIC SECTOR, INC.  
**Business name:** INFOR PUBLIC SECTOR, INC.  
**Entity type:** [Profit Corporation](#)  
**UBI #:** 602-085-270  
**Business ID:** 001  
**Location ID:** 0002  
**Location:** Active  
**Location address:** 13560 MORRIS RD STE 4100  
ALPHARETTA GA 30004-8995  
**Mailing address:** 13560 MORRIS RD STE 4100  
ALPHARETTA GA 30004-8995  
**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="#">Bellingham General Business</a>	033040			Active		Nov-15-2005
<a href="#">Kirkland General Business - Non-Resident</a>	OBL28029			Active	Mar-31-2020	Feb-04-2019
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2021	Feb-14-2014

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

<a href="#">Governing people</a>	<a href="#">Title</a>
GIANGIORDANO, GREGORY	
HENRY, MARK	
STEINER, BRADFORD	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/12/2020 3:35:09 PM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2021

11/18/2020

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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1484750 IGS HOLDING LP AND ITS SUBSIDIARIES 13560 MORRIS ROAD, SUITE 4100 ALPHARETTA GA 30004	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:** 17149470**REVISION NUMBER:** XXXXXXXX

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 INSD	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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	MWZY 31581220	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MWTB 31581120	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 31430620	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>CRIME LIABILITY</b>	N	N	MWML 31589920	11/30/2020	12/1/2021	PER OCCURANCE 1,000,000 AGGREGATE 1,000,000

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

Evidence of Insurance

**CERTIFICATE HOLDER****17149470**City of Spokane  
Spokane Fire Department  
44 West Riverside  
Spokane WA 99201**CANCELLATION**

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:**

01/11/2021

**Date Rec'd**

12/29/2020

**Clerk's File #**

OPR 2019-0028

**Renews #****Submitting Dept**

POLICE

**Cross Ref #****Contact Name/Phone**JACQUI 625-4109  
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

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

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

0680 - BASIC LAW ENFORCEMENT ACADEMY 2021-2022

**Agenda Wording**

Continuation of inter-agency agreement between the Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission (WSCJTC) to memorialize terms and conditions under which SPD will provide services and facilities for BLEA.

**Summary (Background)**

WSCJTC shall reimburse SPD for the following: salary & benefits of an SPD sergeant appointed as BLEA assistant commander when BLEA is in full session along with an additional three weeks for pre and post academy work, two TAC officer positions appointed by SPD during the aforementioned time period, part-time instructors paid at a flat-rate/hour, and a flat-rate reimbursement for costs associated with EVOC training. Agreement time period January 1, 2021 to December 31, 2022.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 575,000 est. annually

# 0680-11710-21400-34210-99999

Select \$

#

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

**Study Session\Other**Urban Experience  
12/14/20**Division Director**

HAMMOND, JENNIFER

**Council Sponsor**

Councilmember Kinnear

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

ODLE, MARI

jmacconnell

**For the Mayor**

ORMSBY, MICHAEL

jhammond

**Additional Approvals**

spdfinance

**Purchasing**

## Briefing Paper (Urban Development Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Interagency Agreement with WSCJTC for BLEA
<b>Date:</b>	12/3/2020
<b>Contact (email &amp; phone):</b>	Jacqui MacConnell 625-4109
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Budget
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	12/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Collaboration with WSCJTC to provide services and facilities for the purposes of providing two Basic Law Enforcement Academies in Spokane per year
<b>Background/History:</b> This is a continuation of the current interagency agreement with WSCJTC (OPR 2019-0028) to provide a BLEA Assistant Commander, 2 TAC Officers, and facilities for 2 BLEA sessions per year. WSCJTC reimburses SPD the salary/benefits for employees time spent during each BLEA session.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Term of IAA is January 1, 2021 – December 31, 2022</li> <li>• WSCJTC will reimburse SPD for BLEA Assistant Commander, 2 TAC Officers, instructors, as well as EVOC training.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: None Known challenges/barriers: None	



# 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:** 12/15/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** N/A - Revenue contract

**Funding Source:** N/A

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

**Why is this expenditure necessary now?**

In order to start planning and preparing for a Spring 2021 Basic Law Enforcement Academy(BLEA).

**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?**

Inter-agency reimbursement agreement between SPD and WSCJTC to reimburse SPD for operating BLEA's for local law enforcement agencies.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---



# WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

### **I. STATEMENT OF WORK**

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

#### **A. Duties of WSCJTC:**

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

#### **a) Payment for BLEA Assistant Commander**

WSCJTC shall reimburse SPD the full salary of the SPD sergeant appointed to the position of BLEA Assistant Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Assistant Commander. WSCJTC will only reimburse when the Basic Law Enforcement Academy is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work.



The WSCJTC will only reimburse overtime for the time spent for the Basic Law Enforcement Academy. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC at 19010 1<sup>st</sup> Avenue South, Burien, WA 98148.

**3) Payment for TAC Officers**

WSCJTC shall reimburse SPD the full salary of (2) SPD officers appointed to the positions of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of those persons' service to WSCJTC as TAC Officer. WSCJTC will only reimburse when the Basic Law Enforcement Academy is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. The WSCJTC will only reimburse overtime for the time spent for the Basic Law Enforcement Academy. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC at 19010 1<sup>st</sup> Avenue South, Burien, WA 98148.

**4) Provision of Materials, Services and Supplies**

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

**5) Operations**

To protect the health and integrity of WSCJTC, Assistant BLEA Commander and TAC's employed by SPD understands WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should Assistant BLEA Commander and TAC's not wish to follow operational directives, they will be released back to SPD. Termination of agreement as set forth in section (X).

**6) Health and Safety**

To protect the health and safety of WSCJTC and students of WSCJTC, Assistant BLEA Commander and TAC's are required to submit to infectious disease testing when directed to do so by WSCJTC. Assistant BLEA Commander and TAC's must report the results to WSCJTC's confidential appointee. Assistant BLEA Commander and TAC's agree to follow the health and safety protocols put in place by WSCJTC during BLEA scheduled sessions. Failure to abide by these requirements will result in release back to SPD. Termination of agreement as set forth in section (X).

**B. Duties of SPD:**

## **1. Provide the BLEA Assistant Commander**

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

### **a) Administrative Duties of BLEA Assistant Commander**

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

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

### **b) Instruction Responsibilities of BLEA Assistant Commander**

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

1. Deliver classroom instruction in assigned subjects.
2. Delivering established written and practical exercises relating to classroom instruction.
3. Follow and deliver prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist with practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to ASTD via BTD chain of command.
9. Track and confirm all regular and overtime hours accrued by staff assigned to the WSCJTC duties located in Spokane facility.

## **2. SPD's Employment Obligations to the BLEA Assistant Commander**

- a) **Personnel Rights** - SPD agrees to extend to the BLEA Assistant Commander, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the BLEA Assistant Commander's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further

agrees that upon completion and conclusion of the BLEA Assistant Commander's service under this contract, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, the BLEA Assistant Commander will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

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

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

**3. Provide (2) TAC Officers**

SPD will provide to WSCJTC the full-time services of (2) TAC Officers for the purpose of administering, conducting and presenting the state's Basic Law Enforcement Academy program.

**a) Instruction Responsibilities**

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

1. Delivering classroom instruction in assigned subjects.
2. Delivering established written and practical exercises specific to classroom instruction.
3. Follow and deliver the prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to ASTD via BTD chain of command.

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

**4. SPD's Employment Obligations to the TAC Officers**

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

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

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

**5. SPD to Provide Facilities**

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

1. Office Space for a full-time WSCJTC BLEA Assistant Commander.  
This will include, but not limited to:
  - a. Office Phone
  - b. High Speed Internet connection
  - c. Office furniture

**6. SPD to Provide EVOC Training**

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

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$55.00 per hour not to exceed \$3000 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length. For this exception the rate of \$55.00 per hour will be

paid for actual teaching time. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of an invoice to the Commission.

- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Assistant Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 8b.
- e. SPD shall affect necessary replacement or repair in the most economical and available manner.

#### **7. SPD to Provide Part-Time Instructors.**

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

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

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

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

#### **C. Additional TAC Staff**

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

## **II. PERIOD OF AGREEMENT**

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (January 1, 2021 — December 31, 2022) (the "Term"), unless terminated sooner as provided herein.

## **III. PAYMENT**

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

## **IV. BILLING PROCEDURES**

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

**All invoices shall be submitted to:**

WSCJTC  
Attn: Tara Berlin  
19010 1<sup>st</sup> Ave S  
Burien, WA 98148

**Email:** [tberlin@cjtc.wa.gov](mailto:tberlin@cjtc.wa.gov)

## **V. RECORDS MAINTENANCE**

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

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

## **VI. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VII. INDEPENDENT CAPACITY**

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

## **VIII. MODIFICATION**

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

## **IX. TERMINATION**

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

## **X. TERMINATION FOR CAUSE**

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

## **XI. DISPUTES**

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

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

## **XII. GOVERNANCE**

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

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

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

## **XIII. ASSIGNMENT**



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

#### **XIV. WAIVER**

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

#### **XV. SEVERABILITY**

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

#### **XVI. ENTIRE AGREEMENT**

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

#### **XVII. CONTRACT ADMINISTRATION**

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

#### **The Interagency Administrator for WSCJTC is:**

**Name:** Tara Berlin  
**Title:** Contract Specialist  
**Address:** 19010 1<sup>st</sup> Ave S Burien, WA 98148  
**Telephone:** (206) 835-7352  
**Email:** [tberlin@cjtc.wa.gov](mailto:tberlin@cjtc.wa.gov)

#### **The Interagency Administrator for SPD is:**

**Name:** Jennifer Hammond  
**Title:** Director, Police Business Services  
**Address:** 1100 W Mallon Ave, Spokane, WA 99260  
**Telephone:** (509) 625-4056  
**Email:** [jhammond@spokanepolice.org](mailto:jhammond@spokanepolice.org)

## **XVIII. SIGNATURES**

X

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Sue Rahr  
Executive Director

X

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Craig Meidl  
Chief of Spokane Police Department

X

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Johnny Alexander  
BLEA Commander

X

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Dave Adams  
Assistant BLEA Commander

X


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Daniel Strassenberg  
BLEA TAC Officer

X

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Cory Lyons  
BLEA TAC Officer

 <b>Agenda Sheet for City Council Meeting of*</b> 01/11/2021 <input type="text"/> Briefing date: 01/04/2021 <b>Status: DIVISION FINANCE LEGAL REVIEW</b>		? Date Rec'd (Clerk use only) 12/22/2020
		? Clerk's File # OPR 2020-0756
		? Renewals #
<b>Submitting Dept*:</b>	FLEET OPERATIONS <input type="text"/>	? Cross Ref #
<b>Contact Name &amp; Phone*:</b>	DAVID PAINE 6256878	? Project #
? <b>Contact E-Mail*</b>	DPAINE@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/>	Contract Item <input type="text"/>	? Requisition # CR 21896
? <b>Agenda Item Name:</b> Begin with Dept # 5100-CONTRACT WITH CLEAN ENERGY-CORRECTED		
? <b>Agenda Wording*:</b> (43 character max) <input type="checkbox"/> Additional attached? Fleet Services would like to contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 per year with 4, 1year renewals.		
? <b>Summary (Background)*:</b> (46 character max.) <input type="checkbox"/> Additional attached? This has already been approved but it is being resubmitted due to contract language changes.  Clean energy is the sole provider of CNG for the refueling station that fuels all of our CNG vehicles and is also the sole servicer of the site. We recommend approval of a contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station for the Fleet Department. Funding		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? <b>Fiscal Impact</b>		<b>Budget Account</b> <input type="checkbox"/> Additional attached?
Expense <input type="text"/> \$ 1250000	# 5100-7170048348542019999	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
? <b>Approvals</b>		? <b>Council Notifications</b> (Date) <input type="checkbox"/> None
Dept Head	PAINE, DAVID	Study Session / Other August 31, 2020
Division Director		Council Sponsor Breean Beggs
Finance	ORLOB, KIMBERLY	? <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	mmartinez
For the Mayor		
? <b>Additional Approvals</b>		
Purchasing	PRINCE, THEA	
Select Dept 1 <input type="text"/>		
Select Dept 2 <input type="text"/>		
Select Dept 3 <input type="text"/>		
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Contract with Clean Energy for CNG Station
<b>Date:</b>	August 31, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>Clean energy is the sole provider of CNG for the refueling station that fuels all of our CNG vehicles and is also the sole servicer of the site.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval of a contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station for the Fleet Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Fleet Department Budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: 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: Known challenges/barriers:	



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 8/25/20	<b>Type of expenditure:</b> Goods and Services
<b>Department:</b> Fleet <b>Approving Supervisor:</b> David Paine	
<b>Amount of proposed Expenditure:</b> \$250,000 <b>Funding Source:</b> General Fund <p>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</p>	
<b>Why is this expenditure necessary now?</b> <p>This expenditure is necessary now as the current contract with Clean Energy is expiring in September 2020. The City needs to be able to fuel the CNG vehicles and keep the station maintained refueled.</p>	
<b>What are the impacts if expenses are deferred?</b> <p>If expenses are deferred, the CNG units we do have will not have CNG to fuel them and therefore will not be able to run and perform their duties.</p>	
<b>What alternatives resources have been considered?</b> <p>There are no alternative resources as no other companies offer these services in our area.</p>	
<b>Description of the goods or service and any additional information.</b> <p>The Clean Energy would be for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.</p>	
<b>Person Submitting Form/Contact:</b> Micaela Martinez 655-0959	
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:  
  
 9C36E3376992442...  
 9/14/2020

DocuSigned by:  
  
 CBC812B631244E9...  
 9/9/2020



**City of Spokane**

**PURCHASED SERVICE CONTRACT**

**Title: OPERATION AND MAINTENANCE  
SERVICES FOR CNG SITE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP. in Washington**, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE/SCOPE OF WORK.**

For the City's CNG station location at 915 North Nelson Street, Spokane, Washington 99202 (the "Station"), the Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Agenda sheet for City Council Meeting of 9/21/2020 for RES 2020-0066, which is included as the first page of this document, and in accordance with Company's July 30, 2020 Proposal, which is attached as Exhibit B (collectively, along with this City Purchased Service Contract the "Contract Documents"). In the event of a conflict or discrepancy in the Contract Documents, this City Purchased Service Contract (the "Contract") controls.

Company must submit a record of work performed to include labor, hours, and parts to the City within 72 hours of completion.

**2. TERM OF CONTRACT.**

The term of this Contract begins on October 1, 2020, and shall run through September 30, 2021, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

**3. TERMINATION.**

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Contract shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, including sales tax if applicable, in accordance with Contractor's rate structure, as set forth in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract

for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Company shall submit its applications for payment to Spokane Fleet Services, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every reasonable effort to settle the disputed amount.

The City agrees that it shall consume at least 20,000 Diesel Gallon Equivalents (DGEs) of CNG from the Station during each month for the term of this Contract, and in the event the City does not consume 20,000 DGEs of CNG from the Station during a given month, the City shall be charged for 20,000 DGEs. For example, using the applicable fee rate set forth in Exhibit B, if the City consumes less than 20,000 DGEs from the Station during a given month during the first year of the term of this Contract (i.e., prior to any CPI annual increases) the City shall be charged 20,000 x \$0.55 plus applicable taxes.

In the event that the City fails to make payments in a timely manner. Contractor may suspend any and all services provided under this Contract, until such time as the City brings payments current. Any costs related to repairs, replacements, or rebuilds due to Station damage caused by the City's negligence or willful misconduct shall be billed to the City at Contractor's then-existing time and materials rates.

## **5. WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

## **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

## **7. PUBLIC WORKS REQUIREMENTS.**

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

## 8. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

## 9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City to the extent of the negligence or willful misconduct of the Contractor and, solely



for the purpose of this indemnification and defense, the Contractor specifically waives immunity under the Washington State industrial insurance law, or Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

#### **10. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.
- C. The City will be responsible for all taxes that are determined by reference to the price of the services or parts provided by Contractor unless the City has presented Contractor with a valid exemption certificate prior to the rendering of such services or delivery of the parts.

#### **11. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **13. DEBARMENT AND SUSPENSION.**

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

#### **14. AUDIT.**

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

provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

#### **15. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **16. STANDARD OF PERFORMANCE.**

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

#### **17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records (excluding the Contractor's financial reports or financial records) developed or created under this Contract (collectively, "Records") shall belong to and become the property of the City. Upon request, the Company shall provide the City with a copy of Records created by the Company under this Contract within 72 hours of the City's request. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's Records or data is not related to this project, such use shall be without liability or legal exposure to the Company.

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

#### **18. ANTI KICK-BACK.**

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

#### **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Contract shall be construed and interpreted under the laws of the State of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. **Force Majeure:** If either party is prevented from or delayed in performance of its duties under this Contract by circumstances beyond its control whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to Contractor by any supplier to Contractor, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of Contractor, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from, any payment obligations hereunder. Any costs related to repairs, replacements, or rebuilds due to Station damage from a Force Majeure event shall be billed to the City at Contractor's then-existing time and materials rates.
- J. **Warranty:** Contractor has expertise in CNG station maintenance and shall perform the operation and maintenance services in accordance with all applicable laws and shall at all times during the performance of the services remain in material compliance with all rules and regulations, if any, applicable to the Station. This warranty shall survive the expiration or termination of this Contract for a period of one (1) month from such expiration or termination. THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- K. **Remote Monitoring System:** Any remote monitoring system installed by Contractor at the Station shall remain the property of Contractor, and Contractor reserves the right to remove such remote monitoring system upon the expiration or termination of this Contract.

- L. **Cost of Electricity and Natural Gas Commodity:** Contractor's rate structure set forth in Exhibit B does not include the cost of electricity or the cost of the natural gas commodity. The City remains responsible for payment of those costs.

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 by having legally-binding representatives affix their signatures below.

**CLEAN ENERGY dba CLEAN ENERGY  
CORP.**

**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:**

Exhibit A – Certification Regarding Debarment  
Exhibit B – July 30, 2020 Proposal

**EXHIBIT A**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## EXHIBIT B

July 30, 2020



Micaela Martinez  
City of Spokane  
915 North Nelson  
Spokane, WA 99202

**Re: CNG Fueling Station Maintenance**

Dear Ms. Martinez:

Clean Energy appreciates the opportunity to continue serving as the City of Spokane's CNG maintenance provider. Our Operations and Maintenance (O&M) Program ensures all CNG equipment operates within OEM specs, and City employees have a safe, reliable fueling experience. The program provides a 24/7 customer support line and an onsite emergency response time within 6 hours. All recommended maintenance and repairs, including parts and labor, remote monitoring, and emergency callouts are included. The City is only responsible for damage caused by its own negligence.

As you know, The City's current rate structure is \$0.78 per Diesel Gallon Equivalent (DGE). Over the past 12 months, the station has dispensed approximately 21,000 DGEs per month. The addition of 12 trucks is expected to increase this monthly usage to over 25,000 DGE/Month. To account for this added volume and future growth, Clean Energy is pleased to provide the below reduced rate structure.

Operations & Maintenance Cost Structure	
Monthly Volume* (DGE)	O&M Fee** (DGE)
20,000 - 35,000	\$0.55
35,001 – 50,000	\$0.50
>50,001	\$0.45

*\*Minimal volume commitment of 20,000 DGEs*

*\*\*O&M fee subject to annual CPI increase and does not include cost of electricity, cost of natural gas commodity or taxes.*

Please advise if the City accepts this reduced rate structure for a period of 1 year with two single year options. If you have any questions regarding this proposal, I can be reached at (949) 437-1328 or [john.hodgkinson@cleanenergyfuels.com](mailto:john.hodgkinson@cleanenergyfuels.com).

Sincerely,

*John W. Hodgkinson*

John W. Hodgkinson  
Business Development Manager

North America's leader in clean transportation

## RESOLUTION 2020-0066

A resolution declaring Clean Energy (Newport Beach, CA) a sole source provider for repairs and maintenance of the City of Spokane CNG Refueling Station to be used on an "as needed" basis for an annual estimated expenditure of \$250,000.00 including tax.

WHEREAS, Clean Energy installed the City of Spokane's CNG Refueling System and was awarded the first five (5) year maintenance contract; and

WHEREAS, in 2019 Fleet and Purchasing conducted market research to identify other potential vendors who could supply the same service, none were identified; and

WHEREAS, in the Fall of 2019 Asset Management sent out an RFP to identify other vendors who would be qualified to expand the capability of the City's CNG Refueling System and there was only one (1) vendor, Clean Energy; and


WHEREAS, the estimated annual expenditure for repairs and maintenance of the City of Spokane's CNG Refueling System Exceeds the 2020 public bid limit of \$50,000 – Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that it hereby declares CLEAN ENERGY a sole source for repairs and maintenance services to be purchased on an "as needed" basis for a period of one (1) year for \$250,000.00 estimated annual expenditure including tax with an optional additional two (2) one-year renewals.

ADOPTED BY THE CITY COUNCIL ON September 21, 2020.

  
City Clerk

Approved as to form:

  
Assistant City Attorney





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

01/11/2021

<b>Date Rec'd</b>	12/29/2020
<b>Clerk's File #</b>	OPR 2021-0015
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	N/A

**Submitting Dept** HOUSING & HUMAN SERVICES**Contact Name/Phone** TIM SIGLER 625-6055**Contact E-Mail** TSIGLER@SPOKANECITY.ORG**Agenda Item Type** Contract Item**Agenda Item Name** 1680 - APPROVAL OF YOUNG ADULT SHELTER PROGRAM GRANT**Agenda Wording**

CHHS is requesting permission to accept \$2,731,100 from the Department of Commerce's New Shelter Program for the creation of a new young adult shelter and permission to subgrant those funds to Volunteers of America (see briefing paper for details).

**Summary (Background)**

On 7/23/20, CHHS staff submitted an application for the funds to operate a new shelter program for young adults aged 18-24 in accordance with Spokane City/County Continuum of Care's 5-Year Plan to Prevent and End Homelessness. On 9/17/20, Commerce formally awarded the proposal to the City of Spokane with a retroactive start date of 8/1/20. Volunteers of America was selected by the Young Adult Shelter review committee on 9/28/20.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Revenue \$ 2,731,100.00

Expense \$ 2,731,100.00

Select \$

Select \$

**Budget Account**

# 1540-95594-99999-33442-99999

# 1540-95594-65410-XXXXX-XXXXX

#

#

**Approvals****Dept Head** SIGLER, TIMOTHY**Division Director** ALEXANDER, CUPID**Finance** HUGHES, MICHELLE**Legal** ODLE, MARI**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****GRANTS & CONTRACT MGMT** BROWN, SKYLER**Council Notifications****Study Session\Other** PS & CH - 10.5.2020**Council Sponsor****Distribution List**

tsigler@spokanecity.org

tdanzig@spokanecity.org

mrdavis@spokanecity.org

bschreiber@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Commerce’s New Shelter Program - Young Adult Shelter
<b>Date:</b>	TBD
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	2020-2025 Strategic Plan to Prevent and End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy - Reduce Homelessness
<b>Deadline:</b>	The retroactive start date for the contract is 8/1/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$2,731,100 from the Department of Commerce’s New Shelter Program for the creation of a new young adult shelter and subgrant those funds to Volunteers of America to lead the site selection process and operate the program.
<p><b>Background/History:</b> On 6/19/20 the Department of Commerce released an application to eligible city and county governments to receive formula awards for the creation of new shelter beds to address the unsheltered homelessness crisis in WA State. On 7/23/20, CHHS staff submitted an application for the funds to operate a new shelter program was young adults aged 18-24 in accordance with Spokane City/County Continuum of Care’s 5-Year Plan to Prevent and End Homelessness. On 9/17/20, Commerce formally awarded the proposal to the City of Spokane with a retroactive start date of 8/1/20. Volunteers of America was selected by the Young Adult Shelter review committee on 9/28/20.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The grant agreement City of Spokane to implementing a shelter program in accordance with the proposal submitted on 7/23/20</li> <li>Award amount: \$2,731,100             <ul style="list-style-type: none"> <li>Pre-Occupancy: \$430,000</li> <li>Post-Occupancy: \$2,301,100</li> </ul> </li> <li>Minimum number of new beds created: approximately 43</li> <li>Award Period: August 1, 2020 to June 30, 2023</li> <li>Date all new beds must be operational: December 2020</li> <li>A request has been submitted to the Dept. of Commerce for an extension to begin operations no later than April 1</li> <li>Reimbursement requests must not exceed the \$56/bed/day and \$10K/new bed created reimbursement rate</li> <li>CHHS conducted RFP to select the operator for the young adult shelter and the committee selected Volunteers of America.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: WA State Department of Commerce</p> <p>Other budget impacts: None</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required: None

Known challenges/barriers: None



# 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:** 12/18/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue Item

**Funding Source:** WA State Department of Commerce

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

**Why is this expenditure necessary now?**

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

**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:**

\_\_\_\_\_



**Interagency Agreement with**

Spokane City of - Human Svcs

through

Community Services and Housing Division  
Housing Assistance Unit

**Shelter Program Grant**

**Start date:** August 1, 2020

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**Attachment A, Scope of Work**

**Attachment B, Budget**

# FACE SHEET

Contract Number: 21-4610C-115

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Shelter Program Grant

<b>1. Contractor</b> Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b> Julie Montgomery SDG Program Manager (360) 725-2963 Julie.Montgomery@commerce.wa.gov         1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Contract Amount</b> \$2,731,100	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> August 1, 2020	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
		<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328013877	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget and Shelter Program Grant Guidelines.			
<b>FOR CONTRACTOR</b>  _____ Printed Name, title  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
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**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

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

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

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

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the Contract amount listed on the Face Sheet.

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

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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



**SPECIAL TERMS AND CONDITIONS  
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**6. INSURANCE**

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**7. SUBCONTRACTOR DATA COLLECTION**

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

**8. ORDER OF PRECEDENCE**

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

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

**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

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

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

**GENERAL TERMS AND CONDITIONS  
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

**6. COPYRIGHT**

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

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

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

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

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**GENERAL TERMS AND CONDITIONS  
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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS  
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

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

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

**GENERAL TERMS AND CONDITIONS  
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

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

## Scope of Work

City of Spokane commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in City of Spokane's application for Shelter Program funds.

### A. Program Description

#### 1. Overview

- a. Shelter program will serve young adults, age 18-24 who are experiencing homelessness in Spokane County.
- b. Shelter program will add 43 beds
- c. Shelter program will operate night by night shelter.

#### 2. Facility Type

- a. Shelter program will operate an emergency shelter.
- b. The facility will also have secure check-in space, office space for shelter staff and any co-located providers, a large space to serve as a common area for the day center component of the program, ADA-accessible bathrooms with showers and other amenities to serve the hygiene needs of patrons, an area for gear storage, and a small kitchenette with sink, microwave, and fridge.

#### 3. Racial Equity

- a. City of Spokane will implement strategies to prevent racial inequities in who is served and program outcomes.

Applicants to the young adult shelter RFP will be required to address their agencies' racial equity strategies and philosophies and provide evidence of culturally competent service provision. The selected operator will be required to provide staff with approved racial equity training as a part of a regular curriculum.

- b. Spokane Homeless Youth Advisory Board, a diverse group of young people with lived experience of homelessness, will act as paid consultants in the design of both the physical space of the shelter and the program itself.
- c. Grant agreement with the shelter program operator will include equity measures centered around assessing permanent housing outcomes for young people of color (as well as for LGBTQ+ and trans/non-binary young adults) as compared to the general shelter population to measure the effectiveness of the equity strategies implemented.

#### 4. Housing Focused Services

- a. Shelter program will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing. Because the target population for this program will be young adults, the foundation philosophy driving service provision will be Positive Youth Development (PYD). The PYD perspective highlights the unique strengths and assets young people possess and is meant to create spaces where

young people have the opportunity to flourish and explore their potential. This means the shelter must be a space that promotes the physical and emotional safety of participants and where rules and expectations are clear and transparent, supportive relationships between peers and older adults are fostered, and opportunities for self-exploration/identity formation through skill building and (re)connection to family and community are ample.

Shelter program will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

The facility will have sufficient office space for program staff as well as other mainstream youth/young adult service providers who may co-locate their programs with the shelter or offer “office hours” at the site.

5. Diversion and Problem Solving

- a. The Empowered Solutions group will provide all young adult shelter staff with the locally tailored version of the Center for Dialogue and Resolution’s (CDR) 2-day diversion basics training. Additionally, through participation in the Anchor Community Initiative, the Spokane Regional CoC is working to establish a centralized diversion fund (CDF) program for youth and young adults (YYA). Participants in the diversion learning community for YYA will have access to diversion training tailored to the unique needs and strengths of young people and centralized pot of flexible funding administered by Volunteers of America (VOA). The selected young adult shelter operator will be required to participate in the YYA diversion learning community.

6. Outreach

- a. The program will work closely with the YouthREACH street outreach team operated by Volunteers of America (VOA) and the singles coordinated entry system led by Spokane Neighborhood Action Partners (SNAP).

7. Coordinated Entry Partnership

- a. If the county or regional Coordinated Entry (CE) requires Emergency Shelters, Drop-in Shelters and Temporary Shelter sites to participate in the county or regional CE process, Emergency Shelters, Drop-in Shelters and Temporary Shelter Sites funded by the Shelter Program grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Projects operated by Victim Service Providers are not required but may elect to participate in the county or regional CE process. The young adult shelter staff for both the overnight stay and drop-in center components of the program, will be trained satellite assessors for Spokane Regional Singles Homeless Coordinated Entry System.

- b. Shelter program will not fill program openings through coordinated entry.
- c. The young adult shelter staff for both the overnight stay and drop-in center components of the program, will be trained satellite assessors for the Spokane Regional Singles Homeless Coordinated Entry System. Participants that are unable to resolve their homelessness through diversion supports may complete a housing prioritization assessment (the Youth-Service Prioritization Decision Assistance Tool) and be referred to an appropriate housing intervention.



8. Administration

- a. Grantees will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:
- b. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).
- c. Grantees commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- d. Grantees shall comply with all of the requirements, policies and procedures in the program grant guidelines.

B. Performance1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantees should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

<b>Intervention Type</b>	<b>Performance Goal</b>	<b>HMIS Calculation</b>	<b>Performance Target<sup>1</sup></b>
Emergency Shelter	<b>Increase Percent Exits to Permanent Housing</b>	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter <sup>2</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site <sup>3</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	<b>Reduce Average Length of Stay</b>	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

c. Equitable Access and Housing Outcomes

<sup>1</sup> The target is the level of desirable performance and is an indicator of a high performing project.

<sup>2</sup> Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

<sup>3</sup> A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

1. Grantees should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

d. Exit Destinations

<b>Exit Destinations Options</b>	<b>Positive Outcome:</b> The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	<b>Permanent Housing:</b> The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome

**Attachment A**

Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome

**Attachment A**

Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

**Budget**

<b>Participating Jurisdictions</b>	<b>Amount Dedicated</b>
City of Spokane	\$ 1,291,685
City of Spokane Valley	\$ 562,756
Spokane County (Unincorporated)	\$ 876,659
Grant Total	\$ 2,731,100

## Shelter Project A, Spokane Young Adult Shelter

<b>Budget Category</b>	<b>Amount</b>
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$ 430,000
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$ 2,301,100
Total	\$ 2,731,100



**Agenda Sheet for City Council Meeting of:**  
01/11/2021

<b>Date Rec'd</b>	12/29/2020
<b>Clerk's File #</b>	OPR 2017-0727
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	2021 FUNDS
<b>Agenda Item Name</b>	0620 UNIVERSAL TRANSIT ACCESS PASS CONTRACT AMENDMENTL FOR 2021

**Submitting Dept**

HUMAN RESOURCES

**Contact Name/Phone**

AMBER RICHARDS 6383

**Contact E-Mail**

ARICHARDS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0620 UNIVERSAL TRANSIT ACCESS PASS CONTRACT AMENDMENTL FOR 2021

**Agenda Wording**

U-Tap Program Agreement between City of Spokane and STA

**Summary (Background)**

The purpose of this amendment is to continue a pass program authorizing the City of Spokane Employees use of the STA services.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 51,708.00

Select \$

Select \$

Select \$

**Budget Account**

# 0020-88400-18900-54201

#

#

#

**Approvals**

**Dept Head**

RICHARDS, AMBER

**Division Director**

RICHARDS, AMBER

**Finance**

WALLACE, TONYA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other**

Urban Experience 12/14

**Council Sponsor**

CM Mumm

**Distribution List**

arichards@spokanecity.org

dcoley@spokanecity.org

jquick@spokanecity.org

BRapez-Betty@spokanetransit.com

rkokot@spokanecity.org

## Briefing Paper Urban Experience

<b>Division &amp; Department:</b>	Human Resources - Benefits
<b>Subject:</b>	Universal Transit Action Pass (U-TAP) Program Contract Renewal
<b>Date:</b>	12/14/2020
<b>Contact (email &amp; phone):</b>	<a href="mailto:arichards@spokanecity.org">arichards@spokanecity.org</a> ; 509.625.6383
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	Amber Richards
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	12/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Secure contract for 2021 to enable continuation of the U-TAP program
<b>Background/History:</b>  <p>This program has been in place since 2012. It enables City staff to utilize the City-issued ID card as a transit pass through Spokane Transit Authority (STA).</p>	
<b>Executive Summary:</b>  <p>Providing access to mass transit promotes environmentally sustainable travel to and from the work location which reduces carbon emissions from single occupant vehicles and wear and tear on city roadways. Additionally, it is a benefit to employees, which enables the City to be competitive in the labor market, aligns with our goal of becoming an employer of choice and developing a 21<sup>st</sup> Century Workforce.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:





# 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:** 12/3/2020

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

**Department:** Human Resources

**Approving Supervisor:** Amber Richards

**Amount of Proposed Expenditure:** 51,708.00

**Funding Source:** 0020-88400-18900-54201

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

**Why is this expenditure necessary now?**

Secure contract for 2021 to enable continuation of the U-TAP program

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

Loss or temporary lapse of an employee commute benefit, increased vehicle traffic on City roadways, increased carbon emissions.

**What alternative resources have been considered?**

N/A

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

City-subsidized STA bus passes for employees. Service promotes environmentally sustainable travel to and from the work location which reduces carbon emissions from single occupant vehicles and wear and tear on city roadways. Additionally, it is a benefit to employees, which enables the City to be competitive in the labor market, aligns with our goal of becoming an employer of choice and developing a 21st Century Workforce.

**Person Submitting Form/Contact:** Amber Richards

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

---

## THIRD AMENDMENT TO THE CITY OF SPOKANE UNIVERSAL TRANSIT ACCESS PASS AGREEMENT

This “Third Amendment” to the City of Spokane Universal Transit Access Pass Agreement is between the **City of Spokane** and the **Spokane Transit Authority**; jointly referred to as “Parties”.

WHEREAS, on November 27, 2017, the Parties executed the City of Spokane Universal Transit Access Pass Agreement (“Agreement”); and

WHEREAS, on January 23, 2019, the Parties executed the First Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2019 Renewal Term and modifying certain terms of the Agreement; and

WHEREAS, on February 19, 2020, the Parties executed the Second Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2020 Renewal Term; and

WHEREAS, Section 4 of the Agreement allows for an annual adjustment of the Direct Utility Rates and the NTE Fee for each Renewal Term.

NOW, THEREFORE, the Parties agree as follows:

The following changes shall be effective January 1, 2021:

1. The NTE Fee for the 2021 Renewal Term is \$51,708.00 (fifty-one thousand, seven hundred and eight dollars and zero cents).
2. Exhibit A shall be replaced with Exhibit A, *2020-21 Direct Utility Rates*, attached hereto.

All other terms, prices and conditions as they currently relate to this Agreement shall remain unchanged.

[signatures on the following page]

**City of Spokane**

**Spokane Transit Authority**

\_\_\_\_\_  
By: Nadine Woodward  
Title: Mayor

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

Attest:

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

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

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

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

Approved as to form:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

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

Approved as to form:

\_\_\_\_\_  
Title: Assistant City Attorney

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

\_\_\_\_\_  
Name: Laura McAloon  
Title: STA Attorney

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

# EXHIBIT A

<b>2020-21 Direct Utility Rates</b>		
<b>Route</b>	<b>Route Name</b>	<b>Rate</b>
4	Monroe-Regal (new route-24 & 44 Combo)	\$ 0.98
11	Arena Shuttle	\$ 1.00
12	Medical Shuttle	\$ 1.06
20	Spokane Falls Community College	\$ 1.02
21	West Broadway	\$ 0.78
22	NW Blvd.	\$ 0.95
23	Maple/Ash	\$ 0.95
25	Division	\$ 0.91
26	Lidgerwood	\$ 1.18
27	Hillyard	\$ 1.13
28	Nevada	\$ 1.16
29	SCC	\$ 1.10
32	Trent/Montgomery	\$ 1.37
33	Wellesley	\$ 0.89
34	Freya	\$ 1.03
39	Mission	\$ 1.04
42	South Adams	\$ 0.86
43	Lincoln/37th	\$ 0.96
45	Regal	\$ 1.02
60	Airport/Browne's Add	\$ 1.24
61	Highway 2/ Browne's Add	\$ 1.38
62	Medical Lake	\$ 1.41
63	Airway Heights/ West Plains (new route)	\$ 1.40
64	Cheney/West Plains	\$ 2.00
66	Cheney/EWU	\$ 1.50
662	EWU North Express	\$ 1.87
663	EWU VTC Express	\$ 1.91
664	EWU South Hill Express	\$ 2.00
67	Swoop Loop	\$ 0.73
68	Cheney Loop	\$ 0.92
74	Mirabeau/Liberty Lake	\$ 1.83
888	Special Events	\$ 1.24
90	Sprague	\$ 1.26
94	East Central	\$ 1.16
95	Mid Valley	\$ 1.22
96	Pines/Sullivan	\$ 1.16
97	South Valley	\$ 1.17
98	Liberty Lake via Sprague	\$ 1.14
124	North Express	\$ 1.44
144	South Express (new route)	\$ 1.01
172	Liberty Lake Express	\$ 2.00
173	Valley Transit Center Express	\$ 1.61
190	Valley Express	\$ 1.61
342	Fair Shuttle	\$ 1.02
P	Paratransit	\$ 2.00

# City of Spokane Universal Access Transit Access Program (UTAP) 2021



# COVID-19 Implications

- STA highly values its relationship with the City of Spokane.
- Public transit will continue to be an important public service as we enter COVID-19 recovery.
- STA has and will continue a heightened disinfectant protocol on transit vehicles and facilities, as well as provide important information to customers and the public about preventing the spread of COVID-19.
- STA recognizes the likely financial hardships facing UTAP partners.
- STA has deviated from the standard contract development process to acknowledge financial challenges ahead.



# UTAP

## City of Spokane Pass Program

- UTAP Explanation:
  - Pay by Trip (actual use)
  - Reusable Fare media (use of smartcard type pass)
  - By using the UTAP program, City of Spokane will experience more occasional ridership due to the ease of riding the bus which reduces parking demand and traffic congestion.
  - Increases percentage of total population who ride any given day
    - Highly valued benefit to employees



# UTAP

## City of Spokane Pass Program

- Contract formula:
  - Ridership by routes x Individual route utility rate = monthly bill
  - Establish a “not to exceed” total contract cost for contract period.
- Strengths:
  - Reflects patrons’ use of short or long trips
  - Customer is only billed for trips taken





# City of Spokane Ridership

## Ridership

:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Ridership
<b>2019 Actual</b>	5,977	5,361	5,297	5,267	5,263	5,512	5,730	5,535	4,972	5,767	4,739	5,132	64,552
<b>2020 Actual / Projected</b>	5,939	5,139	2,918	-	-	-	949	1,023	864	1,442	1,185	1,283	20,742

- No fare charged April-June 2020.
- Sept-Nov 2020 ridership are estimates.
- Post COVID-19 anticipated ridership for 2021, is 20,742- 68% decrease from 2019 ridership.
- Ridership estimate is based on the average of a potential range of ridership estimates. Once you reach the 'no greater than' contract total, you pay no more for additional rides.



# UTAP

## City of Spokane Pass Program

### Proposal:

- Not To Exceed (NTE) Annual Contract Price: \$51,708
  - Monthly billing based on actual ridership
  - Total annual amount will never exceed NTE
- Assumptions:
  - STA is anticipating lower ridership but is unable to determine with confidence to what degree. Since the typical indicators used to project the NTE amount are going to be difficult to calculate, STA is proposing a 25% decrease of the current NTE amount for the 2021 contract.
  - City of Spokane will only be billed for rides taken, and only up to the NTE.



# Sample Monthly Invoice

Individual route rates were calculated in June for 2021

- Monthly billing will reflect new rates
- Total of monthly billings will not be greater than 'Not to Exceed' ceiling

Spokane Transit Authority Bus Pass Program 2020					
Customer	WSU				
Period	August 2020				
Not to Exceed Contract Rate				\$	31,025
Route	Rate	Boardings	Rides 1-30	Rides 31+	Billing
4 Monroe-Regal (new route-24 & 44 Combo)	\$0.98	42	36	6	\$38.22
11 Arena Shuttle	\$1.00	19	12	7	\$15.50
12 Medical Shuttle	\$1.06	10	10	-	\$10.60
20 Spokane Falls Community College	\$1.02	39	21	18	\$30.60
21 West Broadway	\$0.78	-	-	-	\$0.00
22 NW Blvd.	\$0.95	75	30	45	\$49.88
23 Maple/Ash	\$0.95	26	17	9	\$20.43
25 Division	\$0.91	93	81	12	\$79.17
26 Lidgerwood	\$1.18	89	63	26	\$89.68
27 Hillyard	\$1.13	1	1	-	\$1.13
28 Nevada	\$1.16	104	83	21	\$108.46
29 SCC	\$1.10	37	19	18	\$30.80
32 Trent/Montgomery	\$1.37	-	-	-	\$0.00
33 Wellesley	\$0.89	13	6	7	\$8.46
34 Freya	\$1.03	-	-	-	\$0.00
39 Mission	\$1.04	2	2	-	\$2.08
42 South Adams	\$0.86	-	-	-	\$0.00
43 Lincoln/37th	\$0.96	2	2	-	\$1.92
45 Regal	\$1.02	-	-	-	\$0.00
60 Airport/Browne's Add	\$1.24	6	6	-	\$7.44
61 Highway 2/ Browne's Add	\$1.38	12	11	1	\$15.87
62 Medical Lake	\$1.41	-	-	-	\$0.00
63 Airway Heights/ West Plains (new route)	\$1.40	-	-	-	\$0.00
64 Cheney/West Plains	\$2.00	3	3	-	\$6.00
66 Cheney/EWU	\$1.50	8	8	-	\$12.00
662 EWU North Express	\$1.87	-	-	-	\$0.00
663 EWU VTC Express	\$1.91	-	-	-	\$0.00
664 EWU South Hill Express	\$2.00	-	-	-	\$0.00
67 Swoop Loop	\$0.73	-	-	-	\$0.00
68 Cheney Loop	\$0.92	-	-	-	\$0.00
74 Mirabeau/Liberty Lake	\$1.83	-	-	-	\$0.00
888 Special Events	\$1.24	-	-	-	\$0.00
90 Sprague	\$1.26	5	5	-	\$6.30
94 East Central	\$1.16	2	2	-	\$2.32
95 Mid Valley	\$1.22	2	2	-	\$2.44
96 Pines/Sullivan	\$1.16	-	-	-	\$0.00
97 South Valley	\$1.17	-	-	-	\$0.00
98 Liberty Lake via Sprague	\$1.14	-	-	-	\$0.00
124 North Express	\$1.44	-	-	-	\$0.00
144 South Express (new route)	\$1.01	1	1	-	\$1.01
172 Liberty Lake Express	\$2.00	-	-	-	\$0.00
173 Valley Transit Center Express	\$1.61	1	1	-	\$1.61
190 Valley Express	\$1.61	-	-	-	\$0.00
342 Fair Shuttle	\$1.02	-	-	-	\$0.00
P Paratransit	\$2.00	-	-	-	\$0.00
<b>Total</b>		<b>592</b>	<b>422</b>	<b>170</b>	<b>\$541.91</b>
Amount Due	\$541.91				
Previous billings on Contract					
Remaining on Contract	\$ 30,483.10				

# UTAP

## City of Spokane Pass Program

- Spokane Transit is committed to continuous improvements.
- The following slides highlight some of the Moving Forward improvements in 2019-2021



# 2019 STA Moving Forward Improvements

**Route 4:** The new route, which operates between Five Mile Park and Ride and the new Moran Station near 57th and Palouse Highway, allows riders cross-town connections without needing to transfer buses at the STA Plaza.

**Route 63:** The route offers accelerated service between the West Plains Transit Center and Airway Heights and will serve the Amazon Distribution Center without needing to transfer buses in downtown Spokane.

**Route 144:** Added a new 15-minute commuter service between downtown Spokane and the South Hill that will also serve the Moran Prairie Park & Ride when it opens in Spring 2020.

**Route 67 Swoop Loop:** Was reconfigured to improve service, based on input received from the City of Cheney and EWU staff and students.

**Spokane Falls Station:** This new station offers students, staff, faculty and others sheltered, off-street boarding areas featuring real-time digital signage.

**SCC Transit Center:** This location will also serve as a multi-modal transit hub for the future Central City Line and routes serving Spokane Valley, Millwood and north and south Spokane. Additionally, riders traveling between Spokane Valley and North Spokane no longer need to go downtown to transfer buses at the STA Plaza.



# 2020 STA Moving Forward Improvements

**Direct Service Between Airway Heights and Medical Lake:** The completion of the [West Plains Transit Center](#) enables a direct connection between Airway Heights and Medical Lake. This line will allow West Plains residents to travel between cities on the West Plains without having to travel downtown. A direct connection between Airway Heights and Medical Lake also restores service to Geiger and the Spokane Airport Business Park, which supports existing and potential businesses on the West Plains.



# 2021 STA Moving Forward Improvements

**Cheney Line:** The implementation of High Performance Transit between Cheney and Downtown Spokane will enhance service on the West Plains by improving the frequency, hours of service, passenger amenities and the operation of an enhanced bus along the path of current Route 64. This line will connect with local service in the West Plains, including the 67 Swoop Loop and 68 Cheney Loop in Cheney and the 62 Medical Lake and 63 Airway Heights at the [West Plains Transit Center](#).

**Expand Hillyard and NE Spokane Routes:** Adding frequency and capacity to Route 27 will reduce overcrowding during peak periods of the day. This addition will also foster ridership growth in the Hillyard community.

**Logan and Lincoln Heights Connection:** The creation of a line between the Logan Neighborhood and Lincoln Heights will enable a north-south connection east of downtown Spokane without having to transfer at the Plaza. Additionally, this will increase the number of connections available for riders traveling east into the City of Spokane Valley and Liberty Lake.

**West Central Improvements:** This plan proposes to create better frequency through the West Central neighborhood and allow for north/south connections to occur throughout the area, allowing residents to go downtown. For example, West Central residents will be able to go to the grocery store without transferring at the Plaza.






Thank you for partnering with  
Spokane Transit and for using  
public transportation!





 <b>Agenda Sheet for City Council Meeting of*</b> 01/11/2021 <input type="text"/> <input type="button" value="v"/> Briefing date: 01/04/2021 <b>Status: EXECUTIVE REVIEW</b>		? Date Rec'd (Clerk use only) 12/9/2020
		? Clerk's File # ORD C356002
		? Renewals #
<b>Submitting Dept*:</b> PUBLIC DEFENDER <input type="text"/> <input type="button" value="v"/>	? Cross Ref #	
<b>Contact Name &amp; Phone*:</b> KATHY KNOX 835-5972	? Project #	
? <b>Contact E-Mail*</b> KKNOX@SPOKANECITY.ORG	? Bid #	
? Add'l Docs Attached? <input type="checkbox"/> Special Budget Ordinance <input type="text"/> <input type="button" value="v"/>	? Requisition # N/A	
? <b>Agenda Item Name:</b> Begin with Dept # 0700 - SBO OFFICE OF PUBLIC DEFENSE GRANT		
? <b>Agenda Wording*:</b> (51 character max) <input type="checkbox"/> Additional attached? A Special Budget Ordinance to add Grant revenue and corresponding expenditure accounts to the Public Defender's budget to be used for personnel costs to help cover caseloads due to COVID-19 delays.		
? <b>Summary (Background)*:</b> (312 character max.) <input type="checkbox"/> Additional attached? The Washington State Office of Public Defense (OPD) has received funds from the Department of Justice to help Public Defender Offices with caseloads. CFDA #16.751 and agreement #GRT21005.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input checked="" type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? <b>Fiscal Impact</b>		<b>Budget Account</b> <input type="checkbox"/> Additional attached?
Revenue <input type="text"/> \$ 50,000	# 0700-95561-99999-33316-99999	
Expense <input type="text"/> \$ 50,000	# 0700-95561-15930-08490-99999	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
? <b>Approvals</b>		? <b>Council Notifications</b> (Date) <input type="checkbox"/> None
Dept Head	KNOX, KATHY	Study Session / Other PSC 01/04/2021
Division Director		Council Sponsor CM Kinnear
Finance	BUSTOS, KIM	? <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional? sstopher@spokanecity.org kknox@spokancity.org llok@spokanecity.org rkokot@spokanecity.org
Legal	PICCOLO, MIKE	
For the Mayor		
? <b>Additional Approvals</b>		
Purchasing		
BUDGET <input type="text"/> <input type="button" value="v"/>	INGIOSI, PAUL	
GRANTS & CONTRACT <input type="text"/> <input type="button" value="v"/>	STOPHER, SALLY	
Select Dept 3 <input type="text"/> <input type="button" value="v"/>		

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Safety / Public Defender
<b>Subject:</b>	Supplemental Funds Grant based on COVID Impact
<b>Date:</b>	12-10-20
<b>Contact (email &amp; phone):</b>	Kathy Knox kknnox@spokanecity.org 835-5972; 995-1044
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<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)	Getting revenue from another source helps the City to be in compliance with statewide caseload standards. We cannot use these funds to supplant existing resources; our goal is to have two attorneys who work part-time until the funds are exhausted, and we would seek new funds from the same source.
<b>Strategic Initiative:</b>	Equitable Treatment of Individuals; respond to COVID Impact
<b>Deadline:</b>	1-4-21 Council Meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improved per-attorney caseload numbers that are too high because cases weren't resolved during suspension of court operations
<b><u>Background/History:</u></b>  <p>The State Office of Public Defense has Supplemental Funds that continue through 2021 for defender operations that are impacted by the COVID pandemic. These funds will help provide coverage for attorneys who may be quarantined while ill or awaiting test results. The State has awarded the City of Spokane the maximum amount per grant of \$50,000. There may be additional funds the City can apply for during 2021.</p>	
<b><u>Executive Summary:</u></b> <p>\$50,000 will be used to hire two temp/seasonal attorneys who would work part-time and would be assigned caseloads to relieve the stress on the system due to the COVID pandemic.</p>	
<b><u>Budget Impact:</u></b> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A  Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b><u>Operations Impact:</u></b> <p>Consistent with current operations/policy?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p>	

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

Specify changes required:

Known challenges/barriers:



# 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:** 12/18/20

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

**Department:** Public Defender

**Approving Supervisor:** Scott Simmons

**Amount of Proposed Expenditure:** \$50,000

**Funding Source:** Office of Public Defender Grant (CARES Act)

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

**Why is this expenditure necessary now?**

There is no cost to the City. These are used to hire temp seasonal attorneys to assist defenders on cases where Covid-19 has delayed resolution, and for the increased number of dockets that the attorneys must cover because of social distancing needs.

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

These funds can be used throughout 2021, and any funds not spent must be given back to OPD.

**What alternative resources have been considered?**

There is no money in our budget for this.

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

Two temp seasonal attorneys to handle cases to reduce per attorney caseloads so that they can be within statewide caseload standards.

**Person Submitting Form/Contact:** Kathy Knox 995-1044

**FINANCE SIGNATURE:**

Tonya Wallace

**CITY ADMINISTRATOR SIGNATURE:**

Scott Simmons

ORDINANCE NO. C36002

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0700-95561 99999-33316	General Fund-Public Defender Dept of Justice	<u>\$ 50,000</u>
TO:	0700-95561 15930-08490	General Fund-Public Defender Temp/Seasonal	<u>\$ 50,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create Temp/Seasonal positions using a grant from the Washington State Office of Public Defense, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor


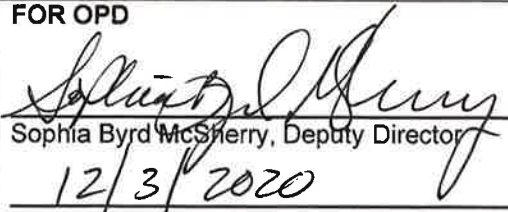
\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# FACE SHEET

Agreement Number: GRT21005

## Washington State Office of Public Defense Coronavirus Emergency Supplemental Fund

<b>1. Subrecipient</b> City of Spokane Office of the Public Defender 824 N Monroe St Spokane, WA 99201		<b>2. Subrecipient Doing Business As (optional)</b>	
<b>3. Subrecipient Representative</b> Kathy Knox Director 824 N Monroe St Spokane, WA 99201		<b>4. OPD Representative</b> Katrin Johnson Managing Attorney 360-586-3164 ext. 108 <a href="mailto:Katrin.Johnson@opd.wa.gov">Katrin.Johnson@opd.wa.gov</a>	
<b>5. Agreement Amount</b> \$50,000.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> December 15, 2020	<b>8. End Date</b> December 30, 2021
<b>9. Federal Funds (as applicable)</b> \$50,000.00	<b>Federal Agency:</b> Department of Justice	<b>CFDA Number:</b> 16.751	<b>Indirect Rate (if applicable):</b> Not Applicable
<b>10. Tax ID #</b>	<b>11. SWV #</b> SWV0003387-44	<b>12. UBI #</b>	<b>13. DUNS #</b> (enter "pending" if not procured yet)
<b>14. Agreement Purpose</b> To reimburse public defense providers who have not been able to access funds from a local government or other sources, for increased service costs due to COVID-related impacts on attorney caseloads and workloads.			
<b>15. Signing Statement</b> OPD, defined as the Washington State Office of Public Defense, and the Subrecipient, as defined above, acknowledge and accept the terms of this Agreement and Attachments and have executed this Agreement on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Reporting.			
<b>FOR SUBRECIPIENT</b>    12/2/2020 Date		<b>FOR OPD</b>   Sophia Byrd McSherry, Deputy Director 12/3/2020 Date	

**1. AUTHORITY**

OPD and Subrecipient enter into this Agreement pursuant to the authority delegated by the Washington State Department of Commerce to OPD in Interagency Agreement F20-3144C-004 to distribute FFY 2020 Coronavirus Emergency Supplemental Funds awarded by the U.S. Department of Justice.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Federal Award Date: April 14, 2020  
Federal Award Identification Number (FAIN): 2020-VD-BX-0030  
Total amount of the federal award: \$10,885,923  
Awarding official: Katherine T. Sullivan

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

“This project was supported by Grant No. 2020-VD-BX-0030 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce”

**3. AGREEMENT MANAGEMENT**

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

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

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

**4. EXPENSES**

OPD shall reimburse expenses as identified below in Attachment A or as authorized in advance in writing by OPD as reimbursable. The maximum amount to be paid to the Subrecipient for authorized expenses shall not exceed \$50,000.00.

**5. BILLING PROCEDURES AND PAYMENT**

OPD will reimburse Subrecipient upon acceptance of expenses and receipt of properly completed invoices, which Subrecipient shall submit to the Representative for OPD once per month.

The invoices shall describe and document, to OPD's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement Number GRT21005.

Payment shall be considered timely if made by OPD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subrecipient and associated with the Subrecipient's State Vendor Number.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

**6. SUBRECIPIENT DATA COLLECTION**

Subrecipient shall submit reports, in a form and format to be provided by OPD and at intervals as agreed by the parties, regarding work under this Agreement performed by Subrecipients and the portion of funds expended for work performed by Subrecipients, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business contractors.

**7. AUDIT**

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

- A. Submit to OPD the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to OPD follow-up and developed corrective action plans for all audit findings.

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

The Subrecipient shall send all single audit documentation to [Katrin.Johnson@opd.wa.gov](mailto:Katrin.Johnson@opd.wa.gov).

**8. DEBARMENT**

- A. Subrecipient, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
- C. The Subrecipient agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OPD.
- D. The Subrecipient further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier



Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

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

**11. ORDER OF PRECEDENCE**

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

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

**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "OPD" shall mean the Washington State Office of Public Defense.
- C. "Agreement" means the entire written agreement between OPD and the Subrecipient, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Agreement shall be the same as delivery of an original.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subrecipient" means the legal entity identified on the face sheet and its employees and agents, who will receive a subaward for purposes of performing services under this Agreement.
- G. "Contractor" or "Subcontractor" shall mean a legal entity that enters into a procurement contract with the Subrecipient under this award. For purposes of this Agreement, a Contractor or Subcontractor shall provide direct legal services of indigent defendants in criminal and juvenile cases.

**2. 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.

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Agreement, work thereunder, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient without prior written consent of OPD.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Subrecipient by OPD that is designated as "confidential" by OPD;
  - ii. All material produced by the Subrecipient that is designated as "confidential" by OPD; and
  - iii. All personal information in the possession of the Subrecipient that may not be disclosed under state or federal law.
  - iv. All material produced by the Subrecipient or its contractors or subcontractors that is deemed confidential under Washington Statutes and the Washington State Rules of Professional Conduct.
- B. The Subrecipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subrecipient shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of OPD or as may be required by law. The Subrecipient shall take all necessary steps to assure that Confidential

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

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

## **6. COPYRIGHT**

"Materials" means all items in any format including pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Materials" do not include attorney work product, written legal documents, audio-visual files developed in the course of attorney-client representation, or any information deemed confidential in paragraph 5 of this Agreement. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

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

## **7. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by mutual agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement will be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

## **8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

The Subrecipient shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials (as defined in this Agreement) generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by OPD, personnel duly authorized by OPD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. 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 normal completion, OPD may suspend or terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

The Subrecipient may only subcontract work contemplated under this Agreement if it obtains the prior written approval of OPD.

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

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

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

#### **16. SURVIVAL**

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

#### **17. TERMINATION FOR CAUSE**

In the event OPD determines the Subrecipient has failed to comply with the conditions of this Agreement in a timely manner, OPD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, OPD shall notify the Subrecipient in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

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

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

The rights and remedies of OPD provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

#### **18. TERMINATION FOR CONVENIENCE**

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

#### **19. TERMINATION PROCEDURES**

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

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

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

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

## **20. WAIVER**

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

**1. Background:**

The COVID-19 pandemic has created a variety of impacts on public defense attorneys' workloads. The partial closures of courts and prosecution offices have created a backlog in non-emergency criminal and juvenile cases. Consequently public defense attorneys face a disproportionately high number of case assignments within a compressed period of time as closures have lifted. In effort to maintain safe operations, some courts have increased the frequency of criminal and juvenile calendars thereby reducing the number of people in a courtroom at a given time. These additional court calendars require increased public defense staffing. Furthermore, statewide and county-based suspensions on jury trials have resulted in trial backlogs. As jury trials resume, public defense counsel will face a higher-than-average number of jury trials, leaving reduced time to attend to their pre-trial caseloads.

**2. Reimbursable Expenses:**

OPD shall reimburse Subrecipient for increased public defense attorney costs resulting from any of the above-identified COVID-19 related workload impacts. Subrecipient will employ or contract with additional attorney(s) to ensure that existing public defense attorneys maintain manageable caseloads consistent with the Washington Supreme Court's Standards for Indigent Defense in Superior Court Criminal Rule 3.1; Criminal Rule of Courts of Limited Jurisdiction 3.1, and Juvenile Court Rule 9.2. The employee or contract attorney(s) supported by these funds shall be assigned to represent indigent defendants and youth, to staff court calendars, or to provide needed trial assistance.

**3. Non-Supplanting:**

The Subrecipient shall verify that it and all Subrecipients comply with the federal non-supplanting requirements, as prescribed as:

**Supplanting:** a state or unit of local government shall not reduce state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**4. Contractor or Subcontractor Identification:**

The Subrecipient will provide the following information concerning any organization with which it contracts under this Agreement, facilitating OPD's completion of the appropriate entries in the Federal Funding and Transparency Act database.

- Organizational Legal Name
- Street Address (including City, State and 9 digit Zip Code)
- Congressional District corresponding to the organization's street address
- Contract Amount
- Contract or Subcontract Number
- A copy of any contract or subcontract funded in-full or in-part by this Agreement

Contract or subcontract identification data will be provided to OPD within 21 days of such contract or subcontract.

**5. Reporting:**

The Subrecipient shall submit a quarterly report concerning the following essential performance measures:

- Number of Contractors or Subcontractors to whom funds were disbursed;
- Number of public defenders and supporting individuals reimbursed with grant funds, and identification of activities or resources purchased with reimbursed funds;
- Estimated number of individuals the provision of such activities or resources allowed to be safely served; and
- Brief narrative of the impact the activity/outcome supported or enabled by the activity undertaken.

Additional performance measures added to those required of OPD by the federal granting agency shall automatically be added to the essential performance measures to be reported quarterly.



The Subrecipient's award under this Agreement is \$50,000.00.

Within four weeks from executing this agreement, the Subrecipient shall submit a completed Eligibility Package to demonstrate the Subrecipient's eligibility to receive federal funds issued to the state through the Department of Justice. The Eligibility Package, available online at [https://www.opd.wa.gov/documents/00821-2020\\_CESF-Eligibility-Forms.pdf](https://www.opd.wa.gov/documents/00821-2020_CESF-Eligibility-Forms.pdf), must be completed, submitted, and approved by OPD prior to any reimbursement of expenses under this Agreement. OPD may, at its discretion, allow an extension for completion of the Eligibility Package, but no reimbursement of expenses are permitted until the Eligibility Package is completed and approved.



**Agenda Sheet for City Council Meeting of:**  
01/11/2021

<b>Date Rec'd</b>	12/29/2020
<b>Clerk's File #</b>	RES 2021-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION AMENDING THE CITY COUNCIL'S RULES OF PROCEDURE

**Agenda Wording**

A resolution adopting amended City Council Rules of Procedure.

**Summary (Background)**

City Council rules provide that the Council's rules of procedure can only be amended by resolution. The City Council adopts rules amendments from time to time, and normally at the beginning of the year. This resolution would adopt amended rules of procedure to govern Council business.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	WALLACE, TONYA
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Study Session, 1/7/2021
<b><u>Council Sponsor</u></b>	CP Beggs

**Distribution List**

<b><u>Additional Approvals</u></b>	
<b><u>Purchasing</u></b>	

**RESOLUTION NO. 2021-0002**

A Resolution adopting various amendments to the City Council's Rules of Procedure.

**WHEREAS**, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

**WHEREAS**, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2021 City Council Rules of Procedure.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

RES 2021-0002

Attachment not available at time of packet creation.



**Agenda Sheet for City Council Meeting of:**  
01/11/2021

<b>Date Rec'd</b>	12/29/2020
<b>Clerk's File #</b>	RES 2021-0003
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - ANNUAL APPOINTMENTS OF COUNCIL MEMBERS TO BOARDS AND COMMISSIONS

**Agenda Wording**

A resolution making the annual appointments of City Council members to various boards, committees, and commissions

**Summary (Background)**

Under City Council rules of procedure, appointments of City Council members to the various boards, committees, and commissions are made no later than the second legislative meeting of each year.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	WALLACE, TONYA
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Study Session, 1/7/2021
<b><u>Council Sponsor</u></b>	CP Beggs

**Distribution List**

<b><u>Additional Approvals</u></b>	
<b><u>Purchasing</u></b>	

## RESOLUTION NO. 2021-0003

A resolution appointing City Council Members to boards, committees, and commissions for 2021.

**WHEREAS**, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

**WHEREAS**, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

**WHEREAS**, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

**WHEREAS**, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

**BE IT ALSO RESOLVED** that all Council Members are formally appointed to serve as alternates on any listed board, commission or committee when an appointed Council Member cannot attend. Alternate Council Members will be chosen at the discretion of the Council President.

**BE IT ALSO RESOLVED** that subsequent changes to the appointments on the attached list approved by this resolution may be approved by motion of the Council.

Passed by the City Council this \_\_\_\_ day of January, 2021.

---

City Clerk

Approved as to form:

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Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
01/11/2021

<b>Date Rec'd</b>	12/29/2020
<b>Clerk's File #</b>	RES 2021-0004
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - AMENDING THE CITY'S 2021 STATE LEGISLATIVE AGENDA

**Agenda Wording**

A resolution amending the City of Spokane's 2021 state legislative agenda

**Summary (Background)**

A resolution amending the City of Spokane's legislative agenda for the 2021 state legislative session and provide additional information on the various priorities for the City in the upcoming legislative session.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	HUGHES, MICHELLE
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Study Session 12/3/2020
<b><u>Council Sponsor</u></b>	CP Beggs

**Distribution List**

<b><u>Additional Approvals</u></b>	
<b><u>Purchasing</u></b>	

## **RESOLUTION NO. 2021-0004**

A Resolution amending the City of Spokane's legislative agenda for the 2021 state legislative session.

**WHEREAS**, "Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane" (SMC 02.03.030); and

**WHEREAS**, as in past years, the City's legislative agenda contains three tiers of legislative items, only the first of which will require advocacy by City Council members and/or staff; and

**WHEREAS**, the City Council has consulted with its contract lobbyists, state legislators, and administration staff to form the attached list of priorities for the upcoming 2021 state legislative session, which was adopted by Resolution No. 2020-0044 (June 25, 2020) and amended by Resolution No. 2020-0086 (Nov. 30, 2020).

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby amends the City of Spokane's State Legislative Agenda for the 2021 state legislative session as shown in Attachment 'A', incorporated by reference.

**BE IT ALSO RESOLVED** that the City Council empowers its ad hoc legislative committee to add or subtract items contained within Tier 2 ("support, assist effort as needed") and Tier 3 ("monitor for impacts, respond as appropriate") without the need for an additional City Council resolution; provided, that any changes to items contained within Tier 1 shall require the Council's adoption of an amending resolution.

**PASSED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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



**City of Spokane  
2021 State Legislative Priorities**

***The Spokane City Council has approved these legislative priorities focused on strengthening public safety; helping people and our economy recover from the COVID pandemic; and making strategic investments to improve equity and quality of life in our region, without impacting the state budget.***

**Tier 1 – High Priority**

***Emergency Communications Funding***

Pass legislation that enables cities to receive a fair apportionment of sales & use taxes collected by counties to fund emergency communications systems and facilities. No state fiscal impact.

***Smart Justice***

Establish a state-wide local option to share in the cost savings created by using judicially supervised accelerated rehabilitation and community safety (ARCS) services locally in lieu of state prison incarceration. Potential for significant state cost savings.

***Traffic Safety***

Pass legislation that allows the City of Spokane to create a public safety pilot program that expands the use of automated traffic safety cameras near schools to parks and other high pedestrian use areas. No state fiscal impact.

***LEAF Heritage Project***

Secure state funding for the Latah Environmental, Agricultural & Fisheries (LEAF) Heritage Project, a regional initiative to acquire Spokane's largest remaining parcel of agricultural land, located beneath the South Hill bluff along Latah Creek.

***Removing Barriers to Local Transportation Funding***

Exempt voter approved local property taxes used for transportation from the 1 percent levy limit to help fund Spokane's critical infrastructure needs without harming other essential public services. No state fiscal impact.

***Funding Spokane's Infrastructure Priorities***

Advance Capital Budget and Transportation requests for vital City and community infrastructure projects.

***Law Enforcement Transparency and Accountability***

Pass new legislation establishing that independent oversight of law enforcement personnel by first-class cities is exempt from collective bargaining agreements. No state fiscal impact.

### ***Public Health District Reforms***

Support legislation that would require regional health boards to have more representation from health care professionals; and ensure health district medical officers can freely communicate accurate information about public health issues without retaliation. No state fiscal impact.

## **Tier 2 – Support & assist with advocacy as needed**

### Child Care and Early Learning

#### ***Reduce Family Co-pay for Working Connections Child Care***

Waive and cap the co-pay for Working Connections Child Care to address uncertainty around participation in child care and to ease the financial burden on working families. The co-pay is currently waived through December 2020 and will temporarily be capped at a maximum of \$115 month from January through June 2021.

#### ***Protect Working Connections Child Care (WCCC) Rate Increase***

Maintain the WCCC rate increase to the 65th percentile of market rate effective July 1. Maintaining this rate increase helps families have greater access while also reimbursing providers closer to the true cost of quality.

#### ***Expand funding for the Early Learning Facilities Program***

This program administered by the state Commerce Department provides grants and loans that help ECAEP contractors and WCCC subsidy providers to expand, remodel, purchase or construct early learning facilities and classrooms.

### COVID-19 Response

Support additional funding to help those most impacted by COVID-19, including assistance targeted at Spokane's small businesses and local hospitality industry, rent assistance, childcare, arts and culture, and other community organizations that serve vulnerable populations.

### Environment and Sustainability

#### ***Clean Fuels Standard*** (Previously supported by Council Resolution 2019-0075)

Direct Department of Ecology to adopt a rule establishing a clean fuels program to limit greenhouse gas emissions per unit of transportation fuel energy to 10 percent below 2017 levels by 2020 and 20 percent below 2017 levels by 2035.

#### ***Extended Producer Responsibility***

Support legislation that shifts the responsibility, including financing, for the management of packaging and paper upstream to producers – rather than the public sector. This statewide strategy will help the City of Spokane address the increasing costs of recycling and to reduce the environmental impact of waste.

### ***Industrial Symbiosis***

Establish a statewide industrial waste coordination program to support and coordinate collaborations where underutilized resources from one company (waste, by-products, residues, energy, water, logistics, capacity, expertise, equipment, and materials) are used by another company. An industrial symbiosis program would be particularly useful in both the Airport and NE Spokane PDAs. This bill passed the Legislature last session (2020) but was vetoed by the Governor due to COVID financial constraints.

### ***Solar Energy Incentives-*** Details TBD

### ***Growth Management Act***

Add climate change as an additional planning goal of GMA to reduce greenhouse gas emissions and improve resiliency. Include language to address missing middle housing and to support strengthening multi-modal transportation.

### Housing and Renter Protection

#### ***Housing Trust Fund***

Invest \$240 million for the Housing Trust Fund and an additional \$10 million for preservation of affordable housing (USDA and other properties at risk of loss) from the Capital Budget. The HTF funding could include a separate fund for rapid acquisition of properties for sale to convert to affordable housing and/or tenant owned housing.

#### ***Landlord-Tenant Reforms***

- Pass statewide protections against discriminatory and arbitrary evictions (good-cause termination requirements) and prevent evictions based on nonpayment of rent and alleviate debt due to the COVID economic recession.
- Ban discrimination against renters based on a prior criminal record.
- Increase funding for foreclosure counselors and extend the Foreclosure Fairness Act to small landlords.

#### ***Homeless response***

Increase the state's document recording fee (homeless housing surcharge) to increase resources for unmet demand due to COVID such as PPE, congregate shelter, small COVID-related capital upgrades, other affordable housing provider needs as well as rental assistance for people who are permanently disabled.

### State Operating Budget

- *Support equity and racial justice legislative budget evaluation/screening tool (such as a Racial Impact Statement)*

Support Association of Washington Cities 2021 Legislative Priorities  
(following issues supported by City of Spokane, language provided by AWC)

### ***State-Shared Revenues (AWC)***

Maintain revenue sharing with cities. Cities support increased shared revenue distributions to cities (if the state sees increased shared revenues) and ask the state to look for other opportunities to expand revenue sharing.

### ***Transportation Revenue Package (AWC)***

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding as well as additional local revenue options for cities.

### ***Fiscal Flexibility (AWC)***

Provide cities greater flexibility to use funds from existing revenue sources to help cities manage the impacts of the current economic downturn. This will allow cities to direct scarce resources where they are most needed when responding to pressing community conditions.

### ***Housing Instability Assistance (AWC)***

Work in a coalition to develop additional resources to address housing instability created by the economic impacts of the COVID-19 pandemic, including rent assistance and foreclosure/eviction prevention assistance.

### ***Statewide Policing Reforms (AWC)***

Support local control over city law enforcement policy decisions to meet the needs of each community and appropriately contain costs. Cities understand our obligation to address racial equity in policing – both state requirements and local policies. Cities support the following statewide reforms:

- Develop a statewide standard for use of force that preserves the right of local jurisdictions to enact more restrictive standards based on community input.
- Create a database to track officers who have been fired for misconduct.
- Expand grounds for decertification to include use of force violations.
- Require that officer misconduct investigations be completed, regardless of an officer's resignation.
- Establish a duty for all law enforcement officers to immediately intervene and report misconduct or illegal activity by a fellow police officer.
- Require that all officers receive regular support for vicarious trauma and mental well-being, including peer support, mental health counseling, and appropriate mental health screenings. Officers involved in any fatal use of force must undergo a mental health screening prior to returning to duty.

### ***Property Tax (AWC)***

Revise the property tax cap to tie it to inflation and population growth factors so that local elected officials can adjust the local property tax rate to better serve their communities.

***Broadband Internet (AWC)***

Support policies and funding that provide greater access and equity for broadband services, including the potential expansion of authority to cities and other public entities.

***Public Works Trust Fund (AWC)*** – Continue to pursue full funding for the PWTF and defend against the redirection of PWTF program funds.

***Tax Increment Financing (AWC)*** – Authorize property tax-based tax increment financing, with a constitutional amendment if necessary.

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

01/11/2021

<u>Date Rec'd</u>	12/29/2020
<u>Clerk's File #</u>	RES 2021-0005
<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>	BREEAN BEGGS 625-6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION SUPPORTING SCHOOL DISTRICT 81 REPLACEMENT LEVY

**Agenda Wording**

A resolution supporting Ballot Proposition No. 1 entitled "Replacement of Expiring Educational Programs and Operation Levy," submitted by Spokane School District 81 for the February 9, 2021 special election.

**Summary (Background)**

Resolution supporting the passage of Proposition 1, a replacement levy for expiring educational programs at Spokane School District 81. This levy would replace the expiring 2018 levy and is not a new tax. Levy would fund programs and operations for 2022-2024.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

**RESOLUTION NO. 2021- \_\_\_\_\_**

A resolution expressing the City's support for Ballot Proposition No. 1 entitled "Replacement of Expiring Educational Programs and Operation Levy," submitted by Spokane School District 81 for the February 9, 2021 special election regarding propositions for school levy.

**WHEREAS**, Spokane Public Schools adopted Resolution No. 2020-22 (Nov. 18, 2020), a copy of which is attached to this resolution, providing for a ballot proposition to be placed on the February 9, 2020 special election ballot which will be asking the community for support on a levy; and

**WHEREAS**, the Spokane Public Schools levy is a renewal, not a new tax, and replaces the 2018 levy at a lower local tax rate; and

**WHEREAS**, the Spokane Public Schools levy will cover the years 2022, 2023, and 2024; and

**WHEREAS**, the Spokane Public Schools levy helps pay for elementary school counselors, librarians, textbooks, instructional materials, special education teachers, support staff, and extra-curricular activities; and

**WHEREAS**, the Spokane Public Schools levy will benefit all schools and all City Council districts throughout the City of Spokane; and

**WHEREAS**, Spokane's have historically strongly supported investment in our schools; and

**WHEREAS**, the City of Spokane remains committed to the proud tradition of providing quality education for our children.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane strongly supports the passage of Proposition No.1 titled "Replacement of Expiring Educational Programs and Operation Levy" which will appear on the February 9, 2021 ballot, and encourages voters to return their ballots by February 9, 2021.

**ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_.**

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City Clerk

Approved as to form:

---

Assistant City Attorney

DRAFT



SPOKANE SCHOOL DISTRICT NO. 81  
SPOKANE COUNTY, WASHINGTON  
(SPOKANE PUBLIC SCHOOLS)

REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND  
OPERATION LEVY

RESOLUTION NO. 2020-22

A RESOLUTION of the Board of Directors of Spokane School District No. 81, Spokane County, Washington, providing for the submission to the voters of the District at a special election to be held on February 9, 2021, of a proposition authorizing an excess tax levy to be made annually for three years commencing in 2021 for collection in 2022 of \$65,700,000, in 2022 for collection in 2023 of \$73,800,000, and in 2023 for collection in 2024 of \$82,100,000, for the District's General Fund to pay educational programs and operation expenses; designating the District's Chief Finance and Business Services Officer and special counsel to receive notice of the ballot title from the Auditor of Spokane County, Washington; and providing for other matters properly related thereto.

ADOPTED: NOVEMBER 18, 2020

*This document prepared by:*

*FOSTER GARVEY P.C.  
618 West Riverside Avenue, Suite 300  
Spokane, Washington 99201  
(509) 777-1602*

SPOKANE SCHOOL DISTRICT NO. 81  
SPOKANE COUNTY, WASHINGTON  
(SPOKANE PUBLIC SCHOOLS)

RESOLUTION NO. 2020-22

A RESOLUTION of the Board of Directors of Spokane School District No. 81, Spokane County, Washington, providing for the submission to the voters of the District at a special election to be held on February 9, 2021, of a proposition authorizing an excess tax levy to be made annually for three years commencing in 2021 for collection in 2022 of \$65,700,000, in 2022 for collection in 2023 of \$73,800,000, and in 2023 for collection in 2024 of \$82,100,000, for the District's General Fund to pay educational programs and operation expenses; designating the District's Chief Finance and Business Services Officer and special counsel to receive notice of the ballot title from the Auditor of Spokane County, Washington; and providing for other matters properly related thereto.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPOKANE SCHOOL DISTRICT NO. 81, SPOKANE COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Spokane School District No. 81, Spokane County, Washington (the "District"), takes note of the following facts and makes the following findings and determinations:

(a) Calendar year 2021 is the last year of collection of the District's current three-year General Fund educational programs and operation tax levy, which was authorized pursuant to Resolution No. 2017-20, adopted by the Board on November 15, 2017, and approved by the voters at a special election held and conducted within the District on February 13, 2018.

(b) With the expiration of the District's current three-year General Fund educational programs and operation tax levy, it appears certain that the money in the District's General Fund for the school years 2021-2022, 2022-2023, 2023-2024 and 2024-2025 will be insufficient to permit the District to meet the educational needs of its students and pay expenses of educational programs and operation support not funded by the State of Washington (the "State"), all as more particularly set forth in Section 3 of this resolution, during such school years, and that it is necessary that a replacement excess tax levy of \$65,700,000 be made in 2021 for collection in 2022, \$73,800,000 be made in 2022 for collection in 2023, and \$82,100,000 be made in 2023 for collection in 2024 for the District's General Fund to provide the money required to meet those expenses.

(c) The District's proposed three-year General Fund educational programs and operation tax levy authorized in this resolution provides for approximately the same educational programs and operation purposes as the District's expiring three-year General Fund educational programs and operation tax levy.

(d) Pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington ("RCW") 84.52.053, the District may submit to its voters at a special election,

for their approval or rejection, a proposition authorizing the District to levy annual excess property taxes for support of the District's educational programs and operation expenses.

(e) Prior to the time the ballot proposition authorized in this resolution is submitted to the voters, the District will have received approval of its educational programs and operation tax levy expenditure plan from the Office of the Superintendent of Public Instruction under RCW 28A.505.240 as required by RCW 84.52.053(4), a copy of which will be on file with the District after approval.

Section 2. Calling of Election. The Auditor of Spokane County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct a special election in the manner provided by law to be held in the District on February 9, 2021, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition authorizing a replacement General Fund educational programs and operation tax levy on all of the taxable property within the District (the assessed value of such representing 100% of true and fair value unless specifically provided otherwise by law) to be made annually for three years commencing in 2021 for collection in 2022 of \$65,700,000, the estimated dollar rate of tax levy required to produce such an amount being \$2.40 per \$1,000 of assessed value, in 2022 for collection in 2023 of \$73,800,000, the estimated dollar rate of tax levy required to produce such an amount being \$2.45 per \$1,000 of assessed value, and in 2023 for collection in 2024 of \$82,100,000, the estimated dollar rate of tax levy required to produce such an amount being \$2.50 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate and amount to be collected may be adjusted based upon the actual assessed value of the taxable property within the District and the limitations imposed by law at the time of the tax levy.

Section 3. Use of Taxes. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy the excess property taxes up to the amounts provided in this resolution to meet the educational needs of its students and pay expenses of educational programs and operation support not funded by the State, including, but not limited to, class size, advanced courses, special education, nurses, counselors, technology support, safety staff, music, athletics, and extracurricular activities, during the school years 2021-2022, 2022-2023, 2023-2024 and 2024-2025, all as may be authorized by law and determined necessary by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and determined necessary and advisable by the Board.

*[Remainder of page intentionally left blank]*

Section 4. Form of Ballot Title. Pursuant to RCW 29A.36.071, the Spokane County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

SPOKANE SCHOOL DISTRICT NO. 81  
(SPOKANE PUBLIC SCHOOLS)

REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND  
OPERATION LEVY

The Board of Directors of Spokane School District No. 81 adopted Resolution No. 2020-22, concerning a proposition to fund educational programs and operation expenses. This proposition would authorize the District to levy the following excess taxes, replacing an expiring levy, on all taxable property within the District, for educational programs and operation expenses not funded by the State (including class size, advanced courses, special education, nurses, counselors, technology support, safety staff, music, athletics, and extracurricular activities):

<u>Collection Year</u>	<u>Estimated Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2022	\$2.40	\$65,700,000
2023	\$2.45	\$73,800,000
2024	\$2.50	\$82,100,000

all as provided in Resolution No. 2020-22. Should this proposition be approved?

LEVY . . . YES ☐

LEVY . . . NO ☐

Section 5. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the "Secretary") or the Secretary's designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 11, 2020; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition authorizing the District to levy excess property taxes for support of the District's educational programs and operation expenses.

Section 6. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the District's Chief Finance and Business Services Officer (Cindy Coleman), telephone: 509.354.7318; email: [cindyco@spokaneschools.org](mailto:cindyco@spokaneschools.org); and (b) special counsel, Foster Garvey P.C. (Jim McNeill), telephone: 509.777.1602; email: [jim.mcneill@foster.com](mailto:jim.mcneill@foster.com) as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, determined necessary by the Auditor or the Spokane County Prosecuting Attorney.

Section 7. General Authorization and Ratification. The Secretary, the District's Associate Superintendent, Capital Projects and Facility Services, the District's Chief Finance and Business Services Officer, the President of the Board, other appropriate officers of the District and special counsel, Foster Garvey P.C., are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 8. Severability. If any provision of this resolution is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of excess property taxes authorized herein.

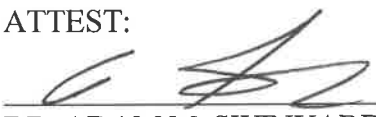
Section 9. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Spokane School District No. 81, Spokane County, Washington, at a regular open public meeting held this 18<sup>th</sup> day of November, 2020.

SPOKANE SCHOOL DISTRICT NO. 81  
SPOKANE COUNTY, WASHINGTON

  
JERRALL J. HAYNES  
President of the Board of Directors

ATTEST:

  
DR. ADAM M. SWINYARD  
Secretary to the Board of Directors

### CERTIFICATION

I, DR. ADAM M. SWINYARD, Secretary to the Board of Directors of Spokane School District No. 81, Spokane County, Washington (the "District"), hereby certify as follows:


1. The foregoing Resolution No. 2020-22 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held on November 18, 2020 (the "Meeting"), as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect;

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, (a) the Meeting was not conducted in person and (b) options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time; and

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance, a quorum was present throughout the meeting through telephonic and/or internet means of remote access, and a sufficient number of members of the Board so present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of November, 2020.

SPOKANE SCHOOL DISTRICT NO. 81  
SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
DR. ADAM M. SWINYARD  
Secretary to the Board of Directors

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

01/11/2021

<u>Date Rec'd</u>	12/29/2020
<u>Clerk's File #</u>	RES 2021-0006
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	PAID THRU CLAIMS

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	NATHANIEL J. ODLE 6288
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0500 SETTLEMENT RESOLUTION

Agenda Wording

A Resolution approving Settlement Agreement and General Release of All Claims of Jessica Warren settled through mediation.

Summary (Background)

Approving settlement of claim following mediation conducted with Frank Hoover for \$200,000.00.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ \$200,000.00		# 5800-78100-19000-54601
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u> 01.04.2021 Committee
<u>Division Director</u>		<u>Council Sponsor</u> Lori Kinnear
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	nodle@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tstrothman@spokanecity.org
<u>Additional Approvals</u>		mormsby@spokanecity.org
<u>Purchasing</u>		rkokot@spokanecity.org
<u>RISK MANAGEMENT</u>	STOPHER, SALLY	



# 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: 12/17/2020    Type of expenditure:    Goods ☐    Services ☐

Department: Legal

Approving Supervisor: Michael C. Ormsby

Amount of Proposed Expenditure: \$200,000.00

Funding Source: 5800-78100-19000-54601 (Risk)

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

**Why is this expenditure necessary now?**

To receive executed release of all claim pursuant to a Settlement Agreement.

**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?**

N/A

Person Submitting Form/Contact: Michael C. Ormsby

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons



RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Jessica Warren ("Claimant") on July 20, 2020, arising out of an incident on or about September 17, 2019, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of TWO HUNDRED THOUSAND DOLLARDS AND NO/100 (\$200,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), TO BE PAID TO Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages, or other relief.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

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

01/04/2021

**Date Rec'd**

12/21/2020

**Clerk's File #**

ORD C36000

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BREEAN BEGGS X6714

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

BBEGGS@SPOKANECITY.ORG

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

First Reading Ordinance

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

0320 SMC INCORPORATION OF RCW 38.40.120 - AUTHORIZED MILITARY

**Agenda Wording**

Ordinance incorporating RCW 38.40.120 (Authorized Military Organizations) into the Spokane Municipal Code.

**Summary (Background)**

RCW 38.40.120 is a state law that prohibits unrecognized militias and sets a penalty of a misdemeanor for associating together as an unrecognized military company or organizing or parading with firearms. Currently this is not incorporated in the Municipal Code and is therefore only enforceable in District Court.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

Public Safety - 12/7/20

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

mmuramatsu@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mormsby@spokanecity.org

**Additional Approvals****Purchasing**

## Briefing Paper (Urban Experience)

<b>Division &amp; Department:</b>	City Council / Police
<b>Subject:</b>	SMC Incorporation of RCW 38.40.120 - Authorized Military Organizations
<b>Date:</b>	11/23/2020
<b>Contact (email &amp; phone):</b>	Mike Ormsby, 625-6287
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Michael Ormsby, City Attorney
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 13, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> RCW 38.40.120 is a state law that prohibits unrecognized militias and sets a penalty of a misdemeanor for associating together as an unrecognized military company or organizing or parading with firearms. Currently this is not incorporated in the Municipal Code and is therefore only enforceable in District Court.	
<b>Executive Summary:</b>  This ordinance incorporates into the Spokane Municipal Code the crime of associating as an unrecognized military organization in violation of RCW 38.40.120, a misdemeanor. This will allow the Municipal Court to have jurisdiction over the prosecution of this offense.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**ORDINANCE NO. C36000**

An ordinance relating to authorized military organizations and creating a new section 10.10.035 of the Spokane Municipal Code.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted a new section 10.10.035 of the Spokane Municipal Code to read as follows:

Section 10.10.035 Authorized military organizations.

RCW 38.40.120, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/14/2020

Date Rec'd

12/9/2020

Clerk's File #

ORD C35998

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 625-6254

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0320 - REQUIRING SUPERMAJORITY VOTE FOR PERSONNEL COST INTRAFUND TRANSFERS

Agenda Wording

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

Summary (Background)

This ordinance would require the affirmative vote of one more than a majority of all Council Members to transfer budgeted personnel costs from one budgeted line to another within the same fund, or to a non-personnel line item within the same fund.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study Session\Other

FA Comm., 8/17/20

Division DirectorCouncil Sponsor

CP Beggs

FinanceDistribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## ORDINANCE NO. C35998

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.09.010 Permitted When**

- A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the city council:
1. The creation or abolishment of employee positions, except for:
    - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
    - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
  2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
  3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
  4. Effective January 1, 2021, all transfers of budgeted personnel expenses (salaries and/or benefits) to a non-personnel line item (does not apply to Library, Parks, or other similar department governed by a separately appointed Board or Commission).
  5. All transfers of budgeted personnel expenses (salaries and/or benefits) from one department to another department within the same Fund.
  - ~~6.~~ 6. Emergencies as specified in state law or City charter.
- B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:

1. Changes to the wages, hours and conditions of employment of appointive employees.
2. Adjustments to the salary or compensation of City officers, assistants and employees.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/14/2020

<u>Date Rec'd</u>	12/9/2020
<u>Clerk's File #</u>	ORD C35999
<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>	BREEAN BEGGS 625-6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	0320 - ESTABLISHING A STRATEGIC RESERVE ACCOUNT, AMENDING ALLOCATION METHOD

**Agenda Wording**

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance would establish a strategic reserve fund within the general fund and require that positive fund balances to be allocated to reserve funds are defined as net of non-cash items such as unrealized gains/losses and accounts receivable/payable.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> FA Comm., 8/17/2020
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



## **ORDINANCE NO. C35999**

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

**WHEREAS**, under the City Charter, the City Council adopts an annual budget stating the authorized expenditures for the City's various funds, including the general fund, which was established by SMC 07.08.010; and

**WHEREAS**, from time to time, some amounts of money budgeted by the Council within the general fund for the hiring of personnel are not expended because no hiring action takes place; and

**WHEREAS**, the result of this is that the City's general fund is not used most efficiently and effectively, and potentially directed to purposes other than those to which they were appropriated in the budget adopted by the City Council; and

**WHEREAS**, in order to ensure fidelity to the annual budget adopted by the City Council, and to ensure that the public's money is used in the most efficient and effective manner, the City Council intends to ensure that any funds which were appropriated for personnel hiring but which are not spent are to be transferred into one or more of the City's General Fund segregated reserve accounts which may then be re-appropriated as necessary by City Council action.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.08.010 General Fund and Reserve Accounts – Establishment**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account shall be funded as follows.
  - 1. At the conclusion of each and every fiscal year commencing with year ((2018)) 2020 and every year thereafter, that year's ((unappropriated))

positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the revenue stabilization account until such time as the revenue stabilization account is funded to the targeted funding level as listed in this section.

2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
3. The targeted funding level within the revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
  - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
    - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
  - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  - 1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and every year thereafter, that year's remaining ~~((unappropriated))~~ positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the contingency reserve account until such time as the contingency reserve account is funded to the targeted funding level as listed in this section.
  - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
  - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

- 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
    - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
    - b. Unforeseen emergency threatening health and/or safety of the citizens; or
    - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or

- d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.

~~((D. During such time that both the revenue stabilization and contingency reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.~~

~~E. The transfers required by SMC 07.08.010(B)(1) and (C)(1) shall be accomplished no later than July 1 of each fiscal year.))~~

((F.))D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.

1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and the contingency reserve account is at the targeted funding level as specified in SMC 07.08.010(C)(3), and every year thereafter, that year's remaining positive variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the strategic reserve account until such time as the strategic reserve account is funded to the targeted funding level as listed in this section.
  2. Additional funds may be added to the strategic reserve account during the year in accordance with standard special budget ordinance procedures.
  3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
  4. Disbursements from the strategic reserve account may be made for the following purposes.
    - a. To fund strategic programs or initiatives in the areas of housing, environmental protection, innovation, or
    - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
  5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve, and strategic reserve accounts are at the targeted funding levels, any unappropriated fund

balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

- F. The transfers required by SMC 07.08.010(B)(1), (C)(1), and (F)(1) shall be accomplished no later than July 1 of each fiscal year.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

December 7, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

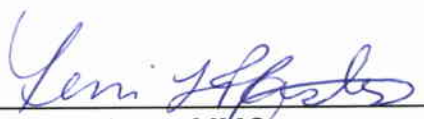
CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM COLUMBIA FORD AND BUD CLARY (Deferred from November 23, 2020, Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, December 7, 2020, upon review of the December 7 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Burke, seconded by Council Member Wilkerson, **to defer** the following purchases to December 14, 2020; **carried unanimously**:

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax). (OPR 2020-0781)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax). (OPR 2020-0782)

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.,  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 23, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY (Deferred from November 9, 2020, Agenda)

During its 6:00 p.m. Legislative Session held virtually Monday, November 23, 2020, upon consideration of the above-described matters, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Burke,  
**to defer** for two weeks (to December 7, 2020), the following purchases of;  
**carried unanimously:**

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax). (OPR 2020-0781)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax). (OPR 2020-0782)

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Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 9, 2020


City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY (Deferred from November 2, 2020, Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, November 9, 2020, upon review of the November 9 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Burke, **to defer** to November 23, 2020, following PIES meeting, the Purchases by Fleet Operations for Police Department of (a) 2 Police K8s from Columbia Ford (OPR 2020-0781) and (b) 2 Police Tahoes from Bud Clary Chevrolet (OPR 2020-0782); **carried unanimously**.

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 2, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY


During its 6:00 p.m. Legislative Session held virtually Monday, November 2, 2020, upon consideration of the above-described matters, the Spokane City Council took the following action:


**Motion** by Council Member Kinnear, seconded by Council Member Burke, **to defer** one week (to November 9, 2020), until Council gets answers to questions (lifetime costs of purchase and operation for gasoline/diesel vehicles versus an electric vehicle), the following items:

Purchases by Fleet Operations for Police Department using WA State Contract #05916 of:

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax).

**Motion carried unanimously.**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk

 <b>Agenda Sheet for City Council Meeting of*</b> 01/11/2021 <input type="text"/> Briefing date: 01/04/2021 <b>Status: COUNCIL REVIEW</b>		? Date Rec'd (Clerk use only) 12/23/2020
		? Clerk's File # ORD C36003
		? Renews #
<b>Submitting Dept*:</b>	CUSTOMER EXPERIENCE <input type="text"/>	? Cross Ref #
<b>Contact Name &amp; Phone*:</b>	CARLY CORTRIGHT 6263	? Project #
? <b>Contact E-Mail*</b>	CCORTRIGHT@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/>	First Reading Ordinance <input type="text"/>	? Requisition #
? <b>Agenda Item Name:</b> Begin with Dept # 5700 - SMC 10.39 SPECIAL EVENT ORDINANCE		
? <b>Agenda Wording*:</b> (39 character max) <input type="checkbox"/> Additional attached? Updates to City's special event ordinance, including changes to application fee and public safety cost recovery structure, as well as language updates to provide clarity on issuing authority and appeals process.		
? <b>Summary (Background)*:</b> (17 character max.) <input type="checkbox"/> Additional attached? The current code requires 100% cost recovery for public safety staffing at special events unless otherwise waived by Mayor or Council. The new tiered structure aims to provide more transparency and equality for events. The new application fee structure also aims to address the time spent by City staff coordinating events. Updates were also made to align with business practice regarding issuing authority for events in ROW vs Parks as well as appeals process if application denied.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? <b>Fiscal Impact</b>		<b>Budget Account</b> <input type="checkbox"/> Additional attached?
Select <input type="text"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="text"/> \$	<input type="text"/>	# <input type="text"/>
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? <b>Approvals</b>		? <b>Council Notifications</b> (Date) <input type="checkbox"/> None
Dept Head	CORTRIGHT, CARLY	Study Session / Other PSCHC 12-7-20
Division Director	ALEXANDER, CUPID	Council Sponsor Lori Kinnear/Candace Mumm
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="text"/>	<input type="text"/>	<input type="text"/>
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<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	NHHS - ONS
<b>Subject:</b>	SMC 10.39 Changes
<b>Date:</b>	12/7/20
<b>Contact (email &amp; phone):</b>	Mary Muramatsu, mmuramatsu@spokanecity.org, 625-6289
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Public Infrastructure and Environmental Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" 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)	Budget;
<b>Strategic Initiative:</b>	Finance and Administration, Public Safety and Community Health
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of the SMC Changes
<p><u>Background/History:</u></p> <p>SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.</p> <p>Per a Finance and Administration Committee meeting in February of 2020, we are updated SMC 10.39 to reflect a tiered approach to cost recovery that creates better balance between events. The tiers are community events (defined as parades that are open for the community to attend), legacy events with economic impact (Bloomsday, Hoopfest, and Pig Out in the Park), and all other events. The one exception will be for demonstration events which are already capped in the SMC to \$500 maximum cost recovery. The cost recovery model will be 25% for community events, 50% for events with economic impact, and 75% for all other events. This model will only increase our total cost recovery from approximately 37% to 44% (approximately \$27,000), but does create a more equitable approach where every event is both required to cover at least some portion of public safety costs, but every event also has part of the cost waived.</p> <p>In making these changes to SMC 10.39, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Proposed change to SMC 10.39 for cost recovery for public safety in the right of way; instead of 100% cost recovery, cost recovery would be tiered based on type of event <ul style="list-style-type: none"> <li>○ Tiers: 25% for community events such as parades, 50% for three legacy events (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events</li> </ul> </li> </ul>	

- For the community events, this 25% cost recovery would be phased over two year; the first year would be 12.5%. This would be recognized via an MOU
- Clean-up other language in SMC 10.39 to provide greater clarity on permit issuance by Police Chief/designee and Parks Director/designee, as well as hearing process for permit denials.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## ORDINANCE NO. C-36003

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

**NOW, THEREFORE,** the City of Spokane does ordain:

Section 1. That Chapter 10.39 SMC is amended to read as follows:

### **Chapter 10.39 Special Events (~~(--Parades--Demonstrations)~~)**

Section 2. That SMC 10.39.010 is amended to read as follows:

#### **10.39.010 Definitions**

- A. "Applicant" is the person (~~((representing the entity, group or association who has the authority from the same to apply for the special event permit.))~~) applying for the special event permit on their own behalf or on behalf of a group.
  - B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
  - C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
  - ~~((C.))~~ D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.
  - ~~((D.))~~ E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
  - ~~((E.))~~ F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.
- ~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

~~((F.))~~ G. “Float” is any decorated parade entry.

H. “Issuing Authority” means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. “Legacy Event” is a large-scale event with the following attributes:

- a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
- b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,
- c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a “legacy event” is made by the issuing authority.

~~((G.))~~ J. “Noncommercial special event” means:

1. ~~((any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
2. ~~((a special))~~ special event whose principal purpose is expressive activity and does not involve fundraising.

~~((H.))~~ K. “Outdoor concert” is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.

~~((I.))~~ L. “Parade” is any organized group marching or in procession, whether on foot, animal or vehicle.

~~((J.))~~ M. Special event” is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

~~((J. Special event” is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on~~

~~public property or facilities and the provision of City public safety services in response thereto.))~~

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))~~

~~((K.))~~ N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

~~((L. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))~~

Section 3. That SMC 10.39.020 is amended to read as follows:

#### **10.39.020 Special Event Permit Approval Required**

A. No person or group may sponsor, promote or conduct a special event ~~within the City that involves the use of or impacts public property or a city park without a permit under this chapter. ((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))~~

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

~~((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))~~

Section 4. That SMC 10.39.030 is amended to read as follows:

#### **10.39.030 Application Process**

A. Time for Filing.

1. The application for special event permit shall be filed ~~((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event))~~ proposed special event.
- ~~((2.))~~ ~~((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))~~
- ~~((3.))~~ ~~2. ((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.))~~ The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;
9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;



10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
  11. a description of the types and number of vehicles to be used in the special event;
  12. insurance and surety bond information;
  13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

**10.39.040 Conditions Affecting the Special Event Permit Process**

- A. (~~The license officer may impose reasonable~~) Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
  2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
  3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
  4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
  5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
1. A permit is required from the Washington Liquor Cannabis Board.
  2. Beer garden must close by 10 PM.
  3. Liquor Endorsement must be included on insurance coverage.
  4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
  5. Clearly designated entrance/exit points.
  6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
  7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
  8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
  9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

#### **10.39.050 Denial of Permit – Revocation of Permit**

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.
- ~~((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))~~
- B. ~~((Revocation.))~~  
Revocation. The ~~((license officer))~~ issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

**10.39.055 Violation**

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority (~~((City of Spokane Police or Fire Department))~~), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.070 is amended to read as follows:

**10.39.070 Appeal of Denial or Revocation (~~of Special Event Permit~~)**

~~((A denial of a special events permit may be appealed pursuant to SMC 4.04.100.))~~

- A. A person or group aggrieved by the denial or revocation of a special event permit may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.
- B. The appeal must be filed with the City Clerk no later than fourteen calendar days following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. Upon filing of the appeal, the City Clerk shall forward the appeal to the City's Hearing Examiner pursuant to SMC 17G.050.070.
- D. Upon receiving an administrative appeal, the hearing examiner's office shall schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.
- E. The appeal shall be conducted in accordance with the procedures set forth in SMC 17G.050.320.

Section 9. That SMC 10.39.090 is amended to read as follows:

**10.39.090 Cost Recovery for Special Events**

- A. Except when waived by the mayor or by city council resolution for any special event, the ~~((licensing officer))~~ issuing authority shall charge:
  1. an administrative processing fee ~~((of fifty dollars))~~ per event paid at the time of application in the amount of:
    - a. \$50 for Small Event (0-50 attendees),
    - b. \$100 for Medium Event (51-1000 attendees), and
    - c. \$250 for Large Event (1001-10,000 attendees), and
    - d. \$500 for Extra Large Event (10,001 or more attendees).
  2. the cost of ~~the police officers and other~~ City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ~~((:-))~~
    - a. 25% of these costs for parades, to be phased in at 0% in 2021 and 12.5% in 2022,
    - b. 50% of these costs for legacy events, and
    - c. 75% for all other events
  3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ~~((licensing officer))~~ issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
  1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
  2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of

the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

**4.04.020 Activities Requiring Registrations and Licenses**

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
  - 1. peddling merchandise, and
  - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
  - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
  - 2. keeping of animals;
  - 3. building relocation;
  - 4. certain contracting;
  - 5. commercial use and sale of fireworks;
  - 6. private or special police;
  - 7. dealing in used goods;
  - 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
  - 1. moving buildings;

2. operating cable television;
3. certain contracting;
4. collecting garbage or commercial recyclables (SMC 13.02.0204);
5. distributing natural gas;
6. maintaining mechanical newspaper vendors;
- ~~((7. parades, special events, and demonstrations;))~~
- ~~((8.))~~ 7. operating telephone and telegraph equipment;
- ~~((9.))~~ 8. operating sidewalk cafes; and
- ~~((10.))~~ 9. doing commercial tree work.

Section 11. That SMC 17G.050.070 is amended to read as follows:

**17G.050.070 Jurisdiction**

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
  1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
  2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;
  3. appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
  4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
  5. appeals from the community advisory board and SMC 10.23A.070;

6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.

~~((6-))~~ 7. decisions and interpretations of the fire official relating to the fire code;

~~((7-))~~ 8. such other matters as the council may from time to time refer.

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

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

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective