

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-25.14**, dated **July 1, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **August 23, 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 **187 949 9145** 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, August 23, 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 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. 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, August 23, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 of interest not relating to 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.

**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!**

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

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 23, 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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

CITY COUNCIL BRIEFING SESSION

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

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

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

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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- | | | |
|--|---------|------------------------------|
| 1. Value Blanket with Galls, LLC for ballistic body armor for the Spokane Police Department utilizing Washington State Contract # 03720—\$210,000. (Council Sponsor: Council Member Kinnear)
Jennifer Hammond | Approve | OPR 2021-0550 |
| 2. Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address and Residency Verification Program—\$60,000. (Council Sponsor: Council Member Kinnear)
Mike Ormsby | Approve | OPR 2021-0551 |
| 3. Purchase of property, casualty and cyber insurance from Willis of Seattle for the City for the period of September 1, 2021 to August 31, 2022. (Council Sponsor: Council Member Wilkerson)
Mike Ormsby | Approve | OPR 2021-0552 |
| 4. Low Bid of Inland Asphalt Company for 2021 Arterial Grind and Overlay Project—\$937,199.10. An administrative reserve of \$93,719.91, which is 10% of | Approve | OPR 2021-0553
ENG 2021064 |

the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council President Beggs)

Dan Buller

5. Report of the Mayor of pending:
- | | | |
|---|------------------------------|---------------|
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payments | CPR 2021-0002 |
| b. Payroll claims of previously approved obligations through_____, 2021: \$_____. | | CPR 2021-0003 |
6. City Council Meeting Minutes: _____, 2021.
- | | | |
|--|-------------|---------------|
| | Approve All | CPR 2021-0013 |
|--|-------------|---------------|

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS**ADMINISTRATIVE REPORT**

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA**SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36095 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:

Development Services Center Fund
FROM: Unappropriated Reserves, \$64,840;
TO: Various Accounts, same amount.

(This action creates two new Planning Specialists positions to support permitting.) (Council Sponsor: Council Member Kinnear)

Kris Becker

NO EMERGENCY ORDINANCES**RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0069** Of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto. (Council Sponsor: Council Member Wilkerson)
Mike Ormsby
- RES 2021-0070** Declaring Pomegranate Associates the sole source provider for staff and resident facilitation and engagement training for the new Traffic

Calming Program and approving a contract with Pomegranate Associates reflecting those services.

Shauna Harshman

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 23, 2021
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. 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, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

ADJOURNMENT

The August 23, 2021, Regular Legislative Session of the City Council is adjourned to August 30, 2021.

NOTES

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

08/23/2021

Date Rec'd

8/9/2021

Clerk's File #

OPR 2021-0550

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

POLICE

Contact Name/PhoneJENNIFER 625-4056
HAMMOND**Project #****Contact E-Mail**

JHAMMOND@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #**Agenda Item Name**

0680 POLICE BALLISTIC BODY ARMOR

Agenda Wording

New Value Blanket with GALLS, LLC (Spokane, WA) for the Spokane Police Department's (SPD) ballistic body armor utilizing WA State Contract # 03720.

Summary (Background)

Ballistic Body armor is essential gear for police officers in carrying out their duties. As per SPD Policy 1024.2, it is the policy of the SPD to maximize officer safety through the use of body armor in combination with prescribed safety procedures. The new value blanket being set up with Galls will be able to supply the department with ballistic body armor, external vest carriers and accessories for the next 2 years. Estimated amount for a 2 year period is \$210,000. Term:08/01/2021-07/31/2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 210,000

0680-11410-21250-53205-99999

Select \$

#

Select \$

#

Select \$

#

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

LUNDGREN, JUSTIN

Study Session\Other

PSCHC 08/02/2021

Division Director

LUNDGREN, JUSTIN

Council Sponsor

CM KINNEAR

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spdfinance@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Ballistic Body Armor with Galls, LLC
Date:	07/20/2021
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	CM Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Ballistic Body Armor is essential gear for police officers and in line with normal operating budget policies and procedures.
Strategic Initiative:	
Deadline:	August 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve value blanket order for Ballistic Body Armor.
Background/History: Spokane Police Department currently utilizes WA State Contract #03720 for the purchase of Ballistic Body Armor from Galls, LLC using a Value Blanket Order. The Value Blanket Order is expiring July 30, 2021. A new Value Blanket Order is necessary for continued supply of Ballistic Body Armor. New Value Blanket Order will also utilize WA State Contract #03720.	
Executive Summary: <ul style="list-style-type: none"> <i>The Value Blanket term will be August 1, 2021 through July 31, 2024.</i> <i>Total estimated amount for three-year term will be \$ 315,000.00</i> <i>This includes Ballistic Body Armor, external Body Armor carriers and accessories and takes into consideration the replacement of expiring Ballistic Body Armor and potential new hires over the next 3 years.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Contract Summary

Body Armor and Ballistic-Resistant Protective Products

Contract #: 03720

Replaces: [07115](#)

Contract Type: COOPERATIVE

This is a NASPO ValuePoint contract led by the state of Colorado to provide personal body armor. The state of Washington has signed participating addendums to use this contract. Customers have the option of utilizing any of the awarded vendors listed below. Please note that pricing varies between vendors. Customers should utilize the vendor that best meets their needs.

Available on Contract:

Ballistic-resistant Vest (including carrier):

Handgun protection, Level II, male/neutral and female

Handgun protection, Level IIA, male/neutral and female

Handgun protection, Level IIIA, male/neutral and female

Ballistic-resistant Rifle Plates (including carrier):

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

Ballistic-resistant Stand-alone Plate:

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

In Conjunction With Armor (including carrier):

Rifle protection, Level III, male/neutral

Rifle protection, Level IV, male/neutral

Stab-resistant Vest (including carrier):

Spike protection, 1/Spike, neutral

Spike protection, 2/Spike, neutral

Spike protection, 3/Spike, neutral

Combination Vest (including carrier):

Handgun/spike, Level II – 2/Spike, neutral

Handgun/spike, Level IIIA– 2/Spike, neutral

Handgun/spike, Level IIA – 3/Spike, neutral

Handgun/spike, Level II – 3/Spike, neutral

Handgun-spike protection, Level IIIA-3/Spike, male/neutral

K-9 vest: Handgun protection, Level II

K-9 Vest: Handgun protection, Level IIIA

Helmet: Handgun protection, Level IIIA

Ballistic Shields: Handgun protection, Level IIIA

Non-market basket items: Trauma Pack, Trauma Plate, Insert, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories, Other Accessories

Effective Date: 03-15-2021
Est. Annual Worth: \$2,500,000
Current Term Ends On: 11-20-2022
Final Term Ends On: 11-20-2025
Commodity Code(s):
Diversity: 0% WBE 0% MBE
of Bids Received: 17

Contact Info:
Team D
☎ (360) 407-2215
✉ DESContractsTeamCedar@des.wa.gov

Secondary Contact Info:
Vacant
☎ () -
✉

- Who Can Use This Contract?
- [Organizations with Master Contract Usage Agreements](#)
 - [MCUA Customer Communication Profile](#)

- Angel Armor Pricing & Distributors
- Armor Express Pricing & Distributors
- Galvion Ballistics Pricing & Distributors
- GH Armor Pricing & Distributors
- HighCom Armor Solutions Pricing & Distributors
- Midwest Armor Pricing & Ordering
- Onyx Armor Pricing & Distributors
- Point Blank Enterprises Pricing & Distributors
- Safariland Pricing & Distributors
- Survival Armor Pricing & Ordering
- United Shield Pricing & Distributors
- Original Solicitation Documents

This Contract has no Resource Documents

Showing 1 to 9 of 9 Vendors

All ▾ Vendors Per Page.

Search Vendors:

GH ARMOR SYSTEMS INC.	w20584					
SURVIVAL ARMOR, INC	w21063					
SAFARILAND, LLC	w23137					
POINT BLANK ENTERPRISES	w23676					
CENTRAL LAKE ARMOR EXPRESS, INC.	w23711					
ANGEL ARMOR, LLC	w66720					
MIDWEST ARMOR INC	w81289					
UNITED SHIELD INTERNATIONAL, LLC	w85752					
ONYX PROTECTIVE GROUP INC	w85759					

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned



= Veteran Owned



= Small Business



= [Contract w/ Green Recycled Content](#)



= [*Preference Executive Order 18-03](#)



= [*Preference Electronic Products Purchasing](#)



= [*Preference Hydrofluorocarbons Products Purchasing](#)



= [*Preference Nonmercury-Added Products Purchasing](#)



= [*Preference Polychlorinated Biphenyls \(PCBs\) Purchasing](#)

* = Newly Added Icon.

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

08/23/2021

Date Rec'd

8/10/2021

Clerk's File #

OPR 2021-0551

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

MIKE MCNAB 835-4514

Project #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1620 - REGISTERED SEX OFFENDER GRANT 2021-2022

Agenda Wording

Contract with Spokane County Sheriff's Office(SCSO) to receive funding from Washington Association of Sheriffs and Police Chiefs(WASPC) for the Registered Sex Offender Address and Residency Verification Program.

Summary (Background)

SCSO in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency. Funding will cover salary & benefit costs up to \$57,000 with an additional \$3,000 set aside for training. Grant period 07/01/2021 to 06/30/2022.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 60,000

1620-91791-99999-33469-99999

Expense \$ 57,000

1620-91791-21250-VARIOUS

Expense \$ 3,000

1620-91791-21400-54401-99999

Select \$

#

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

MEIDL, CRAIG

Study Session\OtherPSCHC Meeting
08/02/2021**Division Director**

MEIDL, CRAIG

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

spdfinance

For the Mayor

ORMSBY, MICHAEL

MMCNAB@SPOKANEPOLICE.ORG

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

STOPHER, SALLY

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH THE
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY21 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$60,000</p>		3. Tax ID# 91-6001280	
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		6. County's Representative Heather Arnold, Grants and Contracts Specialist Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org			
7. Grantor ID#		8. Original Grant ID# RSO 21-22 Spokane		9. Start Date 07/01/21	
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs		10. End Date 06/30/22			
12. Federal Funds (as applicable) N/A		13. CFDA # N/A		14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE:			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

SECTION NO. 1: SERVICES

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: January 10, 2022 (for the preceding July 1-December 30 period), April 15, 2022 (for the preceding January 1-March 31 period), and July 15, 2022 (for the preceding April 1-June 30 period). The July to December's reimbursement **request must be received no later than January 10th** to be allowable under this AGREEMENT. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson
Senior Accountant and Budget Coordinator
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

SECTION NO. 3: TERM

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

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment “A” will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

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

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction

Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations:

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

SECTION NO. 7: NON-DISCRIMINATION

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

SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 9: NEW CIVIL RIGHTS PROVISION

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

SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

SECTION NO. 12: PAY EQUITY

The CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION

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

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

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY 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.

SECTION NO. 14: TERMINATION FOR CONVENIENCE

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

SECTION NO. 15: TERMINATION PROCEDURES

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

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;

- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

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

SECTION NO. 16: COUNTY REPRESENTATIVE

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

SECTION NO. 17: NOTICES

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

SECTION NO. 18: HEADINGS

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

SECTION NO. 19: MODIFICATION

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

SECTION NO. 20: WAIVER

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

SECTION NO. 21: INDEMNIFICATION

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

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

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

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

SECTION NO. 22: 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. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

SECTION NO. 23: SEVERABILITY

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

SECTION NO. 24: EXECUTION AND APPROVAL

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

SECTION NO. 25: COUNTERPARTS

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

SECTION NO. 26: DISPUTE RESOLUTION

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

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of

the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

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

SECTION NO. 27: NO THIRD-PARTY BENEFICIARIES

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

SECTION NO. 28: SURVIVAL

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

SECTION NO. 29: INSURANCE

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

SECTION NO. 30: AUDIT

A. General Requirements

CITY shall procure audit services based on the following guidelines.

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

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

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

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

B. Federal Funds Requirement – 2 CFR Part 200

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

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

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

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

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

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

In any case, the CITY's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.

C. Documentation Requirements

The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 COMPENSATION.

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

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

SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 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 (3) year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. 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.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

The CITY 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 COUNTY.

The CITY further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 32: SUBCONTRACTORS

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable

sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 33: ASSIGNMENT

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

SECTION NO. 34: ATTORNEYS' FEES

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

SECTION NO. 35: RECORDS MAINTENANCE

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

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

SECTION NO. 36: LOSS OF FUNDING

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

SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

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

SECTION NO. 38: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY 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 CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY 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 CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

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

SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 40: REPORTING

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

LT. Khris Thompson
Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
KIThompson@spokanesherriff.org

SECTION NO. 41: POLITICAL ACTIVITIES

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 42: PUBLICITY

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

SECTION NO. 43: TAXES

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

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

ATTACHMENT “A” SCOPE OF WORK

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2021 and terminates on June 30, 2022.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender’s address at the place of residency:
 - a. For level I offenders, once every twelve (12) months;
 - b. For level II offenders, once every six (6) months; and
 - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY’s Representative of any change in personnel. Non-reporting of change in personnel may impact CITY’s request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff’s Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Khris Thompson via email at KThompson@spokanesherriff.org for prior approval to use grant funds for proposed training events.

**ATTACHMENT “B”
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
Total Program	\$60,000

Transfer of funds between line item budget categories must be approved by COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Lt. Khris Thompson via email at KlThompson@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY20-21

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

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

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

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Registered Sex Offender (RSO) Program 2021-2022
Date:	08/02/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	- Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.
Background/History: The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.	
Executive Summary: <ul style="list-style-type: none"> Operations- Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program. Grant provides funding for salaries and benefits in the amount of \$57,000.00 with an additional \$3,000 reserved for training and travel. Total grant awarded \$60,000 Grant Period July 01, 2021 to June 30, 2022 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: Grant – WA Association of Sheriffs and Police Chiefs Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

08/23/2021

Date Rec'd

8/10/2021

Clerk's File #

OPR 2021-0552

Renews #**Submitting Dept**

RISK MANAGEMENT

Cross Ref #**Contact Name/Phone**

MICHAEL ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

TBD

Agenda Item Name

5800 2021-2022 INSURANCE RENEWALS

Agenda Wording

Approval of the purchase of property, casualty and cyber insurance for the City of Spokane for the period of September 1, 2021 to August 31, 2022.

Summary (Background)

Various insurance policies of the City expire on August 31, 2021. The City's broker, Willis of Seattle has marketed the City's insurance requirements and hopes to provide premium estimates to the City on or before August 20th so that the agenda item can be approved on August 23rd to have replacement insurance in place by September 1, 2021.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ TBD

Various accounts

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

8/2/21

Division Director

STOPHER, SALLY

Council SponsorCouncil Member
Wilkerson**Finance**

BUSTOS, KIM

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Purchasing

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BRIEFING PAPER

City of Spokane

Subject

Contract authorizing Willis Towers Watson of Seattle, the City's insurance broker (the "Broker"), to purchase insurance policies for the City of Spokane.

Background

Each year our broker markets the City's insurance needs and brings forward insurance proposals. The policies included in the proposed renewal are below. The Broker is shopping these policies to various national and international insurance carriers. While the Broker (and therefore the City) do not yet have premium quotes for these policies, we have listed the premiums for the 2020-2021 Insurance Coverage year to give you a basis for comparison for what we expect to bring forward to you for approval at the City Council Meeting on either August 23, 2021 or August 30, 2021.

Impact

The City is self-insured and purchases excess insurance coverage to limit financial exposure. This excess coverage protects the City in the event a qualifying event exceeds our self-insured retention limits. Without excess coverage, the City would have to cover the full cost of a qualifying event. The total cost for the 2020-2021 renewal was \$2,383,856. We have been told to expect a "blended premium increase" in the five to eight percent range.

Action

Approve agenda item.

Funding

Risk, Worker's Comp, Water/Wastewater, Streets, Fire, Solid Waste Disposal 2021-2022.

Worker's Compensation/Crime/Liability/Cyber

Coverage	Carrier	Option	Premium for 2020-2021
Workers Compensation		SIR \$1.25M For all Classes	\$201,810.00
Workers Compensation		Split SIR \$1.5M for Police, Fire, & Volunteer police \$1.25M for others	\$185,363.00

Workers Compensation		SIR of \$1.5M for all classes	\$175,139.00
Crime		Option 1 Per Expiring	\$21,407.00
Equipment Floater		Option 1	\$36,926.00
Excess Liability - Auto, GL and EXLI		Option 1	\$513,670.00
Excess Liability - Auto, GL and EXLI		Option 2	\$462,117.00
Excess Liability \$10M xs \$10M xs SIR		Option 1	\$150,105.00
Cyber		Option 1	\$49,630.00
Subtotal			\$1,796,167.00

Equipment Property Coverage

Coverage	Carrier	Option	Premium
General Property		Option 1	**
Upriver Dam (\$1M Limit of Liab)		Option 1	**
Waste Water Treatment (\$1M Limit of Liab)		Option 1	\$64,152.00
Waste to Energy -covered by MunichRe, etal		N/A	\$523,537.00
Subtotal			\$587,689.00
Total			\$2,383,856.00

Conclusion

Staff will be in attendance at the Public Safety Committee Meeting to respond to any questions that you may have.

Briefing Paper Study Session

Division & Department:	Risk Management Department
Subject:	Renewal of Insurance Coverage
Date:	August 2, 2021
Author (email & phone):	Mike Ormsby
City Council Sponsor:	Councilwoman Wilkerson
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Continued and Sustainable Operations
Deadline:	August 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Receive City Council approval for City's Insurance Package to be effective September 1, 2021
<u>Executive Summary:</u> City staff have been working with our insurance underwriters to both review our insurance needs and have in place appropriate insurance policies when our current policies expire on August 31, 2021	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> 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:	

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

08/23/2021

Date Rec'd

8/11/2021

Clerk's File #

OPR 2021-0553

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2021064

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370 – LOW BID AWARD – INLAND ASPHALT COMPANY

Agenda Wording

Low Bid of Inland Asphalt Company for 2021 Arterial Grind and Overlay Project, Spokane, WA for 2021 Arterial Grind & Overlay - \$937,199.10. An administrative reserve of \$93,719.91, which is 10% of the contract price, will be set aside. (Various Neighborhood Council)

Summary (Background)

On August 8, 2021 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$937,199.10, which is \$48,671.90 or 4.9% below the Engineer's Estimate of \$985,871.00; two other bids were received as follows: Shamrock Paving Inc., - \$980,000.00 and Poe Asphalt Paving - \$1,126,750.00. All information will be provided prior to the August 16, 2021 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 937,199.10

0

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 7/26/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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Purchasing

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jgraff@spokanecity.org

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

Project Number **2021064**

Project Description 2021 Arterial Grind & Overlay **Original Date** 8/10/2021 9:35:00 AM

Project Number: 2021064			Engineer's Estimate		INLAND ASPHALT COMPANY		SHAMROCK PAVING INC		POE ASPHALT PAVING INC	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	5,000.00	5,000.00	3,796.00	\$3,796.00	4,000.00	\$4,000.00	5,650.00	\$5,650.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	935.00	\$935.00	1,000.00	\$1,000.00	1,250.00	\$1,250.00
4	POTHOLING	2 EA	800.00	1,600.00	545.00	\$1,090.00	500.00	\$1,000.00	675.00	\$1,350.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	21,000.00	\$21,000.00	17,000.00	\$17,000.00	40,000.00	\$40,000.00
6	MOBILIZATION	1 LS	90,000.00	90,000.00	97,999.00	\$97,999.00	98,000.00	\$98,000.00	116,000.00	\$116,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	83,000.00	\$83,000.00	109,949.25	\$109,949.25	137,000.00	\$137,000.00
8	SPECIAL SIGNS	343 SF	20.00	6,860.00	11.50	\$3,944.50	15.75	\$5,402.25	13.00	\$4,459.00
9	SEQUENTIAL ARROW SIGNS	40 HR	5.00	200.00	8.00	\$320.00	8.50	\$340.00	9.00	\$360.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	4.60	\$3,220.00	12.50	\$8,750.00	5.00	\$3,500.00
11	TYPE III BARRICADE	65 EA	50.00	3,250.00	35.00	\$2,275.00	52.50	\$3,412.50	38.00	\$2,470.00
12	CLEARING AND GRUBBING	1 LS	12,000.00	12,000.00	750.00	\$750.00	6,000.00	\$6,000.00	920.00	\$920.00
13	TREE ROOT TREATMENT	3 EA	350.00	1,050.00	860.00	\$2,580.00	825.00	\$2,475.00	940.00	\$2,820.00
14	REMOVE TREE, CLASS I	1 EA	300.00	300.00	515.00	\$515.00	500.00	\$500.00	565.00	\$565.00
15	TREE PROTECTION ZONE	4 EA	300.00	1,200.00	400.00	\$1,600.00	400.00	\$1,600.00	440.00	\$1,760.00
16	TREE PRUNING	37 EA	350.00	12,950.00	375.00	\$13,875.00	350.00	\$12,950.00	405.00	\$14,985.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	6,000.00	6,000.00	750.00	\$750.00	5,800.00	\$5,800.00	920.00	\$920.00
18	REMOVE EXISTING CURB	410 LF	11.00	4,510.00	22.50	\$9,225.00	29.00	\$11,890.00	26.00	\$10,660.00
19	REMOVE EXISTING CURB AND GUTTER	40 LF	11.00	440.00	65.00	\$2,600.00	29.00	\$1,160.00	73.00	\$2,920.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	280 SY	12.00	3,360.00	91.50	\$25,620.00	38.00	\$10,640.00	105.00	\$29,400.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	500.00	500.00	1,670.00	\$1,670.00	1,300.00	\$1,300.00	2,050.00	\$2,050.00
22	SAWCUTTING CURB	22 EA	50.00	1,100.00	40.00	\$880.00	72.00	\$1,584.00	63.00	\$1,386.00

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

23	SAWCUTTING RIGID PAVEMENT	880 LFI	1.20	1,056.00	1.05	\$924.00	1.50	\$1,320.00	1.00	\$880.00
24	SAWCUTTING FLEXIBLE PAVEMENT	18300 LFI	0.80	14,640.00	0.35	\$6,405.00	0.55	\$10,065.00	0.50	\$9,150.00
25	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	500.00	1,000.00	1,700.00	\$3,400.00	1,050.00	\$2,100.00	2,100.00	\$4,200.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	25.00	500.00	120.00	\$2,400.00	27.00	\$540.00	150.00	\$3,000.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	45.00	900.00	122.00	\$2,440.00	38.00	\$760.00	150.00	\$3,000.00
28	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	260.00	\$2,600.00	200.00	\$2,000.00	320.00	\$3,200.00
29	CSTC FOR SIDEWALK AND DRIVEWAYS	19 CY	200.00	3,800.00	870.00	\$16,530.00	200.00	\$3,800.00	935.00	\$17,765.00
30	CRACK SEALING, 1 INCH TO 3 INCH	10000 LF	3.00	30,000.00	2.30	\$23,000.00	2.10	\$21,000.00	2.50	\$25,000.00
31	CRACK SEALING, 3 INCH TO 6 INCH	400 LF	7.00	2,800.00	5.75	\$2,300.00	11.50	\$4,600.00	6.50	\$2,600.00
32	HMA CL. 1/2 IN. HIGH TRAFFIC, 2 INCH THICK	18646 SY	14.00	261,044.00	11.25	\$209,767.50	12.50	\$233,075.00	9.50	\$177,137.00
33	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	530 TON	150.00	79,500.00	115.00	\$60,950.00	125.00	\$66,250.00	93.00	\$49,290.00
34	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	20 TON	150.00	3,000.00	225.00	\$4,500.00	290.00	\$5,800.00	190.00	\$3,800.00
35	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	1019 SY	35.00	35,665.00	35.00	\$35,665.00	43.00	\$43,817.00	82.00	\$83,558.00
36	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1019 SY	45.00	45,855.00	48.85	\$49,778.15	41.00	\$41,779.00	63.00	\$64,197.00
37	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	15485 SY	7.00	108,395.00	2.65	\$41,035.25	4.00	\$61,940.00	2.00	\$30,970.00
38	PLANING BITUMINOUS PAVEMENT - TAPER	1432 SY	7.00	10,024.00	13.15	\$18,830.80	15.00	\$21,480.00	15.00	\$21,480.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
40	COMPACTION PRICE ADJUSTMENT	13000 EST	1.00	13,000.00	1.00	\$13,000.00	1.00	\$13,000.00	1.00	\$13,000.00
41	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	150.00	\$1,500.00	150.00	\$1,500.00	710.00	\$7,100.00
42	STORM SEWER PIPE 15 IN. DIA.	10 LF	100.00	1,000.00	205.00	\$2,050.00	360.00	\$3,600.00	255.00	\$2,550.00
43	MANHOLE - 48 IN.	1 EA	4,000.00	4,000.00	4,700.00	\$4,700.00	4,200.00	\$4,200.00	5,800.00	\$5,800.00
44	CATCH BASIN TYPE 1	3 EA	3,500.00	10,500.00	4,690.00	\$14,070.00	3,100.00	\$9,300.00	5,800.00	\$17,400.00
45	CATCH BASIN TYPE 3	1 EA	3,500.00	3,500.00	4,805.00	\$4,805.00	3,100.00	\$3,100.00	5,950.00	\$5,950.00

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

46	RETROFIT SURFACE INLET CB WITH FRAME & DUAL VANED GRATE	4 EA	1,000.00	4,000.00	1,900.00	\$7,600.00	1,100.00	\$4,400.00	2,400.00	\$9,600.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	3 EA	800.00	2,400.00	1,900.00	\$5,700.00	875.00	\$2,625.00	2,400.00	\$7,200.00
48	FRAME AND GRATE FOR CB OR GRATE INLET	2 EA	800.00	1,600.00	1,900.00	\$3,800.00	1,100.00	\$2,200.00	2,400.00	\$4,800.00
49	VALVE BOX AND COVER	8 EA	500.00	4,000.00	1,450.00	\$11,600.00	725.00	\$5,800.00	1,800.00	\$14,400.00
50	CLEANING EXISTING DRAINAGE STRUCTURE	15 EA	700.00	10,500.00	530.00	\$7,950.00	275.00	\$4,125.00	660.00	\$9,900.00
51	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	25.00	250.00	200.00	\$2,000.00	42.00	\$420.00	250.00	\$2,500.00
52	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	50.00	500.00	200.00	\$2,000.00	60.00	\$600.00	225.00	\$2,250.00
53	IMPORTED BACKFILL	10 CY	50.00	500.00	125.00	\$1,250.00	42.00	\$420.00	145.00	\$1,450.00
54	TRENCH SAFETY SYSTEM	1 LS	1,200.00	1,200.00	750.00	\$750.00	1,725.00	\$1,725.00	920.00	\$920.00
55	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	127 LF	60.00	7,620.00	95.00	\$12,065.00	120.00	\$15,240.00	120.00	\$15,240.00
56	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	800.00	1,600.00	665.00	\$1,330.00	630.00	\$1,260.00	850.00	\$1,700.00
57	CONNECT 15 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,100.00	1,100.00	2,775.00	\$2,775.00	1,500.00	\$1,500.00	3,500.00	\$3,500.00
58	PLUGGING EXISTING PIPE	2 EA	500.00	1,000.00	630.00	\$1,260.00	235.00	\$470.00	780.00	\$1,560.00
59	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,000.00	1,000.00	745.00	\$745.00	2,950.00	\$2,950.00	920.00	\$920.00
60	CLEANING EXISTING SANITARY SEWERS	2 EA	800.00	1,600.00	630.00	\$1,260.00	530.00	\$1,060.00	780.00	\$1,560.00
61	ESC LEAD	1 LS	3,000.00	3,000.00	1,500.00	\$1,500.00	750.00	\$750.00	8,500.00	\$8,500.00
62	INLET PROTECTION	20 EA	110.00	2,200.00	200.00	\$4,000.00	90.00	\$1,800.00	250.00	\$5,000.00
63	TOPSOIL TYPE A, 2 INCH THICK	44 SY	6.00	264.00	12.00	\$528.00	50.00	\$2,200.00	76.00	\$3,344.00
64	SOD INSTALLATION	44 SY	12.00	528.00	23.00	\$1,012.00	45.00	\$1,980.00	20.00	\$880.00
65	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	7,000.00	7,000.00	1,725.00	\$1,725.00	2,500.00	\$2,500.00	6,250.00	\$6,250.00
66	CEMENT CONCRETE CURB	298 LF	35.00	10,430.00	43.00	\$12,814.00	42.00	\$12,516.00	60.00	\$17,880.00
67	CEMENT CONCRETE CURB AND GUTTER	210 LF	40.00	8,400.00	74.50	\$15,645.00	72.00	\$15,120.00	85.00	\$17,850.00
68	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,300.00	\$6,300.00	6,000.00	\$6,000.00	6,900.00	\$6,900.00
69	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	1,000.00	2,000.00	685.00	\$1,370.00	700.00	\$1,400.00	750.00	\$1,500.00

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

70	CEMENT CONCRETE SIDEWALK	370 SY	65.00	24,050.00	54.00	\$19,980.00	52.00	\$19,240.00	98.00	\$36,260.00
71	RAMP DETECTABLE WARNING	88 SF	30.00	2,640.00	22.80	\$2,006.40	22.00	\$1,936.00	29.00	\$2,552.00
72	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	4,000.00	4,000.00	3,800.00	\$3,800.00	4,000.00	\$4,000.00	4,200.00	\$4,200.00
73	PAVEMENT MARKING - DURABLE HEAT APPLIED	80 SF	10.00	800.00	13.00	\$1,040.00	13.00	\$1,040.00	14.00	\$1,120.00
74	PAVEMENT MARKING – DURABLE INLAY TAPE	309 SF	10.00	3,090.00	16.50	\$5,098.50	16.00	\$4,944.00	18.00	\$5,562.00
Bid Total			\$985,871.00			\$937,199.10		\$980,000.00		\$1,126,750.00

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Total
ENGINEER'S ESTIMATE	985,871.00	0.00	0.00	0.00	0.00	0.00	985,871.00
INLAND ASPHALT COMPANY	937,199.10	0.00	0.00	0.00	0.00	0.00	937,199.10
SHAMROCK PAVING INC	980,000.00	0.00	0.00	0.00	0.00	0.00	980,000.00
POE ASPHALT PAVING INC	1,126,750.00	0.00	0.00	0.00	0.00	0.00	1,126,750.00

Low Bid Contractor: INLAND ASPHALT COMPANY

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	937,199.10	985,871.00	4.94 % Under Estimate
Schedule 03	0.00	0.00	% Under Estimate
Bid Totals	937,199.10	985,871.00	4.94 % Under Estimate

Briefing Paper

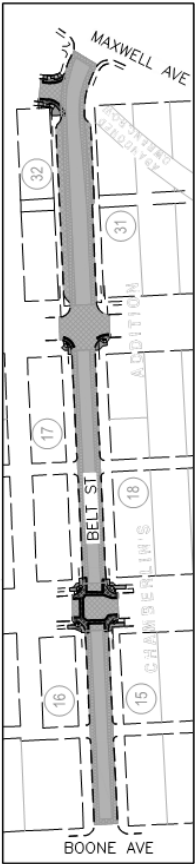
PIES

Division & Department:	Public Works, Engineering
Subject:	2021 Arterial Grind & Overlay Project (Economic Recovery Part 2)
Date:	7-26-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> This project was added to the capital program in mid 2020 as an economic stimulus project associated with/due to the current coronavirus pandemic. Part 1 of that project was constructed in 2020. This is part 2 of that project. 	
Executive Summary: <ul style="list-style-type: none"> The Garland/Empire portion of this project overlaps with a future pedestrian improvements project also located in part on Garland/Empire between Cook St. & Regal St. Provisions have been made to avoid redundant improvements. There was originally one additional segment in this project which was Monroe St. from the bridge to Boone Ave. but that segment will be incorporated into a subsequent project to give Avista time to do some work they are planning on Monroe St. This project includes curb ramps upgrades. Construction is planned for this summer. Project funding is local. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project Location



EMPIRE / GARLAND AVENUE



BELT STREET

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

08/23/2021

Date Rec'd

8/4/2021

Clerk's File #

ORD C36095

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

KRIS BECKER X6392

Project #**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1200 - ADDITION OF 2 PLANNING SPECIALIST POSITIONS TO THE DSC

Agenda Wording

Request addition of two new Planning Specialist positions to support the quick turn-around of permitting for small and medium-sized residential and commercial projects.

Summary (Background)

The Development Services Center is processing record numbers of permits with an increasing trend year over year. The enterprise fund is healthy and can support these additional costs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 64,840

Revenue \$ 64,840

Select \$

Select \$

Budget Account

4700-XXXXX

4700-41400-58500-Various

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

PSCHC 8-2-2-21

Council Sponsor

CM Kinnear

Distribution List

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pingiosi@spokanecity.org; ablain@spokanecity.org

aduffey@spokanecity.org; ddaniels@spokanecity.org

korlob@spokanecity.org

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Briefing Paper

Public Safety and Community Health

Division & Department:	Community and Economic Development – Development Services Center, Code Enforcement and Parking
Subject:	Addition of 2 Planning Specialist positions to the DSC
Date:	7/22/2021
Author (email & phone):	Kris Becker kbecker@spokanecity.org 625-6392
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Economic Development
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO
Background/History: <p>The Development Services Center is processing record numbers of permits with an increasing trend year over year. By July 1 of 2021, construction valuations totaled over \$366M compared to the year-end totals for 2019 of \$402M and 2020 of \$585. Staff have issued more permits for single family homes in the first six months of 2021 than in all of 2020. Our staff strive to provide a quick turn around on permits – including a number of permits that can be pulled “over the counter”. The increased workload has impacted our ability to move applications quickly through our system and has resulted in delays for some contractors. We would like to add 2 key positions to the DSC that will facilitate expeditious plan review and permitting processes.</p> <p>Two Planning Specialists will be added to facilitate the processing of small to medium sized projects including single family homes, small multi-family projects, small commercial tenant improvements, SEPA checklists, and over the counter permits. The Planning Specialists will act as Project Coordinators for these permits and will be available to answer questions via phone, e-mail, and in person at the counter. The new positions will provide relief for our plan review teams so that they can move larger and more complex projects such as large multi-family developments, adaptive reuse, new commercial projects, and new plats through the system in a timely manner.</p> <p>An SBO is required to fund and create two new positions as these were not included in the 2021 budget. Unappropriated reserves will be utilized to cover the costs of these positions.</p>	
Executive Summary: <ul style="list-style-type: none"> Two new Planning Specialist positions will be created to support the quick turn-around of permitting for small and medium-sized residential and commercial projects. The enterprise fund is healthy and can support these additional costs. 	
Budget Impact:	

Approved in current year budget? ☐ Yes ☒ No
Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: These positions are in the DSC enterprise fund. Permit fees for development will cover the additional costs.

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO C36095

An ordinance amending Ordinance No. C-35971, 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.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Development Services Center 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 Development Services Center Fund, and the budget annexed thereto with reference to the Development Services Center Fund, the following changes be made:

FROM:	4700-99999 99999	Development Services Center Unappropriated Reserves	\$ 64,840
TO:	4700-41400 58500-02250	Development Services Center Planning Specialist (from 0 to 2 positions # 225)	\$ 45,261
	4700-41400 58500-52110	Development Services Center Social Security	\$ 3,463
	4700-41400 58500-52210	Development Services Center Retirement	\$ 4,526
	4700-41400 58500-52310	Development Services Center Medical	\$ 9,520
	4700-41400 58500-52320	Development Services Center Dental	\$ 840
	4700-41400 58500-52330	Development Services Center Life Insurance	\$ 270
	4700-41400 58500-51640	Development Services Center Deferred Comp	\$ 960

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 two new Planning Specialists positions to support permitting, 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

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

08/23/2021

Date Rec'd

8/11/2021

Clerk's File #

RES 2021-0069

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

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

RESOLUTION FOR SUPPORT OF "WAY OUT SHELTER"

Agenda Wording

A Resolution of the City of Spokane to revise the appropriation of funds from the City's CHHS Department to the Salvation Army for the funding a Regional Targeted Capacity Emergency Shelter for the period of July 1, 2021 through June 30, 2026.

Summary (Background)

The City has been working with Spokane County and the City of Spokane Valley since 2019 on a collaborative approach to dealing with homelessness related issues which led to the agreement among the three entities that they would all support a "targeted capacity project" which became the "Way Out Shelter" to be operated by the Salvation Army. This resolution restates the commitment of the City to this project and supports continued expenditure of funds up to 3,500,000 over the next five years.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 3,500.000.00

TBD

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

8/2/21

Division Director**Council Sponsor**Council Member
Wilkerson**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

kdavis@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

twallace@spokanecity.org

Additional Approvals

cpatterson@spokanecity.org

Purchasing

RESOLUTION NO. 2021-0069

A Resolution of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto.

WHEREAS, the City of Spokane ("City"), Spokane County ("County") and the City of Spokane Valley ("Valley") adopted the Continuum of Care Strategic Plan in 2019, after which the County adopted Resolution No. 12019-1599 on December 17, 2019 committing to a "Targeted Capacity" Project;

WHEREAS, representatives of the City, County and the Valley executed a joint Regional Project Charter ("Charter") on June 23, 2020 for the Regional Bridge Housing Center: "The Way Out Center", (the "Targeted Capacity Project"), which is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, the budgets for the City for 2020 and 2021 included \$500,000 each year for the "Targeted Capacity" Project; and

WHEREAS, due to The Salvation Army becoming the owner and operator of the regional targeted-capacity shelter, also called The Way Out Center, the five (5) year commitment to support funding the regional shelter's operations and maintenance costs by Resolution No. 21-0397, adopted by the Board of County Commissioners on June 8, 2021, the County transferred its commitment to pay up to \$500,000 a year to support this shelter to The Salvation Army; and

WHEREAS, in order to support a regional effort to end homelessness, the City of Spokane desires to appropriate funds to, and contract with, The Salvation Army, for a Regional Targeted Capacity Emergency Shelter's operations and maintenance for a five (5) year period from July 1, 2021 through June 30, 2026, and

WHEREAS, the recommendation is for a five (5) year commitment to help support funding the regional shelter's operations and maintenance costs in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the five (5) year period; and

WHEREAS, the five (5) year commitment is contingent based on the ongoing availability of the ongoing availability of homeless funding from the City of Spokane, City of Spokane Valley, Spokane County and private resources, ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space and reasonable/secure storage of personal property for individuals served, necessary Interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.

WHEREAS, the CHHS Department will work with the Spokane County CHSCD Department to ensure reporting consistency, where possible, with their respective Operations and Maintenance Contracts with The Salvation Army for the regional targeted-capacity shelter; and

WHEREAS, the Parties are still working on the long-term funding framework as a region to achieve the above, the City of Spokane will commit up to an additional \$1,000,000 to apply to the budgeted operating gap for the startup period of the Way Out Shelter estimated to commence on or about October 1, 2021 through the end of 2022. The City of Spokane requests quarterly reviews and subsequent yearly budgets with The Salvation Army with financial commitment from regional public entities and an effort to establish new partnership from private sector investors for the first five year term and beyond.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that the revised five (5) year commitment to support funding the regional targeted-capacity shelter's operations and maintenance costs shift from the City of Spokane to The Salvation Army be approved, as described above, and to initiate a corresponding agreement; and subsequent additional one time initial term funding commitment for up to one million dollars (\$1,000,000) as described herein.

NOW, THEREFORE – BE IT RESOLVED that the appropriate officials of the City are authorized to implement the provisions of this Resolution.

ADOPTED by the City Council this _____ day of August 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

Regional Project Charter



20 - 0 4 4 0

Project Title: Regional Bridge Housing Center: "The Way Out Center"

Revised 06/11/20

Business Case Justification:

Homelessness in the Spokane Region is bigger than any one entity is able to address alone. The shelter system consists community-provided assistance to vulnerable individuals spanning from drop-in emergency overnight placement and warming centers, to life readiness locations, also called "bridge services", to supportive housing vouchers. The desire is for those, once homeless, to experience a life-long change to live independently within a community. This type of large scale impact may only be realized through a collection of closely aligned efforts, versus standalone initiatives, within a portfolio of projects aligned with regional strategic goals.

Additionally, with the COVID-19 pandemic, new elements have been introduced to this project to ensure long-term provisioning and capacity for healthy sheltering, physical distancing and isolation capacity.

At present, a gap exists in our shelter system for continuous stay options among homeless adults without children. The Bridge Housing model has been used for other population groups with verified, metric-based outcome successes¹. This effort is the beginning of a larger initiative to construct effective, efficient, sustainable and accountable enhancements to our regional system intended to specially address:

- Coordinated and consolidated fiscal resources aligned at the regional-level solutions (versus municipal bed count)
- Establish public-private partnerships for funding
- Alignment with the Regional 5 Year Strategic Plan for Homelessness submitted to the WA State Department of Commerce²
- Regional oversight with decision making and funding authority

Shelter System Focus	Warming Center	Overnight	Day Center	Conitinous Stay	Supportive Housing	Healthy Sheltering Index
Youth (up to 24 yrs)						High
Families						Low
Women Only						Medium
Adult (24 yrs and older)				Project Focus		Medium

Project Manager:

Ariane Schmidt, Regional Project Manager

Project Team:

Tim Sigler*, City of Spokane Community, Housing & Human Services (CHHS)
Director

Tija Danzig*, City of Spokane CHHS Senior Manager

Scott Rasmussen*, City of Spokane CHHS Housing Program Manager

Tim Crowley*, Spokane County Housing and Community Development (CHSCD) Program Manager

Morgan Koudelka*, City of Spokane Valley Senior Administrative The

Kenneth Perine*, The Salvation Army of Spokane

Gary Redden*, The Salvation Army of Spokane

Kristine Ruggles*, The Salvation Army of Spokane

Aerial Anderson



1- <https://my.spokanecity.org/endinghomelessness/about/coc/>

2- Spokane City/County Continuum of Care 5-Year Strategic Plan to Prevent and End Homelessness (adopted December 2019)

Regional Project Charter



Subject Matter Experts (SMEs):

Kathleen Torella, CHSCD and BH-ASO Director
David Lewis, City of Spokane HMIS Manager
Megan Phillips*, Spokane Fire Marshall
David Singley*, Captain Spokane Police Department Downtown Precinct
Spokane Valley Fire Department (TBD)
Dave Ellis*, Spokane Sheriff's Office/Spokane Valley Police Department
Garcia, Luis*, City of Spokane Code Enforcement
Alison Poulsen, Better Health Together
Pam Tietz, Spokane Housing Authority and Spokane Continuum of Care Board Chair
Mark Richards, Downtown Business Partnership (DSP)
Tom Hormel, Spokane County HCDAC Advisory Board Member
Rusty Barnett*, Community Member
Consideration for additional lived experience representative(s)

*Also on site selection recommendation committee.

Project Objectives and Deliverables:

Objectives:

1. Assess and recommend a Bridge Housing location options that meet the needs of the partner entities
2. Assess and recommend service options within the Bridge Housing Center
3. Assess estimated new (or shifted) capacity at drop-in emergency shelters
4. Document the needs of the partner entities in a regional system

Deliverables include:

1. Purchase and site readiness
2. Construct of an Operating Proforma including Memorandums of Understanding (MOU) between partner entities for capital and operating contributions
3. Documentation and visual for the system continuum, including local, WA State and Federal touchpoints
4. Contract with Provider(s)
5. Center operational before the cold weather season of 2020

Project Scope (Boundaries):

The center will operate for approximately sixty (60) individuals. The individuals will come to the center based on a referral basis. Ongoing case managed care, life readiness skill as well as living space will be included in the operational model. Individuals will stay at the center for approximately 30-90 days prior to moving on to supportive or independent housing.

Project Assumptions and Risks:

Assumptions:

- A location will be selected.
- Additional capacity at drop-in emergency shelters will be available to individuals throughout Spokane County.
- A sustainable funding model will rely on public, private partnerships

Regional Project Charter



- Funding will be tied to defines, outcome based metrics for accountability for contracted providers and local government entities
- The strategies of this project will align with the five (5) years strategic plan for homelessness adopted by Spokane County, City of Spokane and Spokane Valley

Risks:

- An agreed upon location cannot be determined by stakeholders
- Local Government partnerships do not materialize
- Private partnerships do not materialize
- Insufficient capital funding is allocated
- Capacity allocation continues to be municipality "bed county" divine

Project Budget:

Capital

1. City of Spokane: \$1.9M of City Community Development Block Grant (CDBG)funds under consideration by City Administration for this purpose.
2. Spokane County/Valley: \$1.5M of Homeless Housing Assistance Act (HHAA) funds. HHAA funds were enacted in Washington State by Engrossed Second Substitute House Bill (ESSHB) 2163 on August 1, 2005. The law created a document recording fee on certain documents to be utilized by local jurisdictions to reduce homelessness. Grant funds are administrated by the state and local governments. Current Spokane County methodology for consideration for HHAA funding is that after a Spokane County CSHCD RFP is released, applications are submitted to CSHCD for consideration by the HCDAC (represented by represent twelve (12) cities and towns within the Spokane Urban County Consortium) who will review all applications and recommend the selected application(s) to the Board of County Commissioners for their final decision making. For Spokane County Community Services

Operating

1. City of Spokane \$1.9M over five (5) years (Source: CDBG)
2. Spokane County (includes Spokane Valley) \$1.9M over (5) years (Source: HHAA)
3. Avista Foundation partnerships \$1.9M over five (5) years (Source: Private Funding)

Project Timeline:



Additional Key Stakeholders:

Regional Project Charter

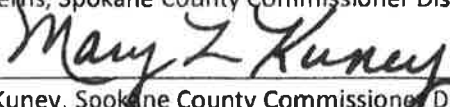


City of Spokane Council
City of Spokane Valley City Council
Avista Utilities
Downtown Business Partnership
Veterans Administration
HUD

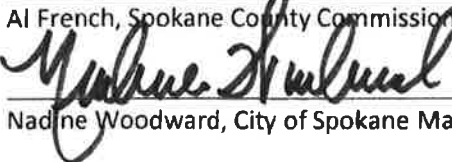
Project Sponsor Approval:

June 23, 2020 **20 - 0440**


Josh Kerns, Spokane County Commissioner District 1


Mary Kuney, Spokane County Commissioner District 2

ABSENT
Al French, Spokane County Commissioner District 3


Nadine Woodward, City of Spokane Mayor

Ben Wick, City of Spokane Valley Mayor


Breean Beggs, City of Spokane Council President

Latisha Hill, Avista Foundation

Attest:


Spokane City Clerk

Approved as to form:


Assistant City Attorney



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

8/23/2021

Date Rec'd

8/12/2021

Clerk's File #

RES 2021-0070

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

CITY COUNCIL

Contact Name/Phone

SHAUNA HARSHMAN X6414

Contact E-Mail

SHARSHMAN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 - SOLE SOURCE RESOLUTION FOR TRAFFIC CALMING FACILITATION TRAINING

Agenda Wording

A resolution approving sole source contract to Pomegranate Associates for facilitation training and workshop design services.

Summary (Background)

The Traffic Calming Program began in 2010, with funding coming from Photo Red Light Camera tickets. The funds generated from School Speed Radar and Photo Red Light tickets fund the traffic calming program.

The Traffic Calming program has been fundamentally redesigned in 2020 and 2021 to increase community engagement, improve internal review and analysis, and recognize efficiencies of a longer term project list. These changes are predicated upon skilled staff facilitation of community workshops.

Lease? No

Grant related? No

Public Works? No

Fiscal Impact**Budget Account**

Expense \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

8/16/21

Division Director**Council Sponsor**

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

AGENDA ITEM PROCESSING SHEET

FILL IN AS MUCH INFORMATION AS POSSIBLE – CONTACT HANNAHLEE IF YOU NEED HELP

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

City Council Meeting Date: 08/23/2021

Submitting Dept: City Council Office

Name of Staff Member Presenting to Council: Shauna Harshman

Email: sharshman@spokanecity.org

Ext.: 6414

Agenda Item Type: Sole Source Resolution for Sole Source Contract

Agenda Item Name: Traffic Calming Sole Source Resolution for Facilitation Training

Agenda Wording (250 Character Limit):

A resolution approving sole source contract to Pomegranate Associates for facilitation training and workshop design services.

Summary/Background (500 Character Limit):

Traffic calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve the conditions for non-motorized street users.

The Traffic Calming Program began in 2010, with funding coming from Photo Red Light Camera tickets. The funds generated from School Speed Radar and Photo Red Light tickets fund the traffic calming program.

The Traffic Calming program has been fundamentally redesigned in 2020 and 2021 to increase c



Lease?

Yes ☐ No ☒

Grant Related?

Yes ☐ No ☒

Public Works Related?

Yes ☐ No ☒

Fiscal Impact (Neutral/Revenue/Expense): Expense funded by Traffic Calming fund or ARP⁺

If Revenue/Expense:

Dollar Amount: 115,000

Budget Code:

Council Notification (Committee/Study Session Date): 08/16/2021

Council Sponsor(s): Breean Beggs

Distribution List (provide emails as needed):

CityCouncilmembersandstaff

Briefing Paper

Finance and Administration Committee

Division & Department:	City Council
Subject:	A resolution approving sole source contract to Pomegranate Associates for facilitation training and workshop design services.
Date:	August 5th, 2021
Author (email & phone):	Shauna Harshman (sharshman@spokanecity.org) 828-0185
City Council Sponsor:	Breann Beggs
Executive Sponsor:	None
Committee(s) Impacted:	PIES – Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Traffic Calming Program is well aligned with Shaping Spokane, the City's Comprehensive Plan, and Chapter 4 – Transportation. Specifically the key themes of making Spokane a City of transportation choices, Health and Safety, livable streets, and is specifically called out in Figure TR1 as an element of a balanced approach to transportation planning that improves the quality of travel.
Strategic Initiative:	PIES
Deadline:	Will file for Council consideration following committee meeting.
Outcome: (deliverables, delivery duties, milestones to meet)	Will seek resolution and contract approval from City Council in August 2021. Staff training and workshop development to begin in early fall 2021.
<u>Background/History:</u> Traffic calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve the conditions for non-motorized street users. The Traffic Calming Program began in 2010, with funding coming from Photo Red Light Camera tickets. The funds generated from School Speed Radar and Photo Red Light tickets fund the traffic calming program. The Traffic Calming program has been fundamentally redesigned in 2020 and 2021 to increase community engagement, improve internal review and analysis, and recognize efficiencies of a longer term project list. These changes are predicated upon skilled staff facilitation of community workshops with all of the city's neighborhoods.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • The traffic calming program has been redesigned to achieve more equitable participation from every neighborhood in the City. • The traffic calming program will hold issue identification and prioritization workshops to create at a minimum, a four-year traffic calming project list beginning later this year. • The Pomegranate Method of both facilitation and workshop design has been identified as essential to ensuring the public has a collaborative and consensus based voice in traffic calming issue identification and prioritization. • The safety of our residents depends on a well-designed traffic calming program where the community needs originate from the neighborhoods. 	

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: There is no expense associated with the ordinance. The funding for the contract however, will come from one of two potential sources, either the Traffic Calming fund or ARPA funding. The Traffic Calming fund has the revenue to fund this request, and due to the revenue loss in Traffic Calming Revenue during Covid an ARPA request has also been submitted.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: This Sole Source Resolution will not require changes to current operations or policies.

Known challenges/barriers: None identified.

RESOLUTION 2021-0070

A resolution declaring Pomegranate Associates the sole source provider for staff and resident facilitation and engagement training for the new Traffic Calming Program and approving a contract with Pomegranate Associates reflecting those services.

WHEREAS, building trust in government begins with well-designed programs where the community has a voice and is actively engaged; and

WHEREAS, the Traffic Calming Program is being fundamentally restructured to include increased public engagement and a greater voice for all of Spokane's 29 recognized neighborhoods; and

WHEREAS, that public engagement will include issue identification and prioritization workshops with each of the 29 neighborhoods requiring specialized facilitation training in collaboration and consensus methods; and

WHEREAS, Pomegranate Associates offers unique methods of facilitation training and workshop design focusing on placemaking, community building, collaborative process design, and engagement that our neighborhoods need.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby declares Pomegranate Associates as the sole source provider for staff and resident facilitation and engagement training for all of Spokane's recognized neighborhoods within the new Traffic Calming Program and waives public bidding requirements for these services.

BE IT FURTHER RESOLVED that the City Council hereby approves the contract with Pomegranate Associates for these services for \$115,000.00 plus applicable tax for a contractual period of July 1, 2021 through December 31, 2022.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



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

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Staff and citizen leader training in the Pomegranate Method of community engagement

Requisition Number: _____

Estimated amount of this purchase: \$ 115,000

Contract Period July 2021-December 2022

Department: Council Office Contact Person: Shauna Harshman Phone: 509.828.0185

Due Date: _____ Work must be completed by: December 2022

Date Material/Equipment/Supplies must be delivered by: N/A

Location: Training will take place in City of Spokane, additional services to be provided virtually.

Date Service must begin by: August 1, 2021

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.

Much research and direct observation has gone into selecting the facilitation and engagement methods taught by Pomegranate Associates. Pomegranate Associates also offers both of the services we are seeking; facilitation training and charrette design guidance. The pomegranate method is both a philosophy of community collaboration and an approach for achieving it. While other facilitation trainers may have similar ground rules, there are seemingly infinite ways to implement them and the collaborative, consensus based approach is unique to Pomegranate. Facilitators trained in the Pomegranate Method are fiercely protective of the process, alert to signs of trouble, and highly skilled in intervening gently but firmly to keep the process moving forward. They know how to set limits on distractive or outright destructive behavior without turning people off. More specific to their method in particular they know how to challenge people's beliefs without making them feel defensive. They know and teach how to be trusted confidants and stewards of others' ideas. Their method teaches facilitators how to transform fear of change into positive collaborative energy. The Pomegranate method teaches not only how to achieve results, but the process of creating those results as a community. The Pomegranate method is a teachable, step-by-step structure for any kind of collaborative process.

In addition to the specific collaborative methodology unique to the Pomegranate Center, their work focuses specifically on placemaking and community building which is the specific work being undertaken by the Traffic Calming Program.

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.)

A review of 32 private consulting firms specializing in facilitation and community engagement revealed that only five offered facilitation training. None of those firms had a focus relevant to placemaking, traffic calming, or community connectivity and none of the 32 firms offered charrette design assistance. List of firms providing consultant services with their focus areas attached.

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)?

This contract will not obligate us to a particular vendor for future training or consultant services.

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

The cost is fair and reasonable as the cost is consistent with industry standard fees for similar services.

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

Ongoing negotiations have resulted in a reduction in project cost from \$200,000 to \$115,000.

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.

This facilitation training and the assistance in designing the traffic calming charrettes for all 29 neighborhoods is essential to the effective roll-out of the City's new Traffic Calming Program. The Traffic Calming Program programs approximately \$5 million dollars annually and the program is expected to grow as new speed radar units are installed in school zones to help keep the children in our community safe.

The purpose of the Traffic Calming Program is to improve safety, especially for pedestrians and bicyclists, and to improve the environment or livability of streets for residents and visitors. By decreasing volume and/or reducing speed the number and severity of accidents can be greatly diminished. This training and charrette design assistance is vital to ensuring the public has a collaborative and consensus based voice in traffic calming issue identification and prioritization. The safety of our residents depends on a well designed traffic calming program where the community needs originate from the neighborhoods. The safety of our residents depends on well designed traffic calming solutions.

The very real financial impact is the potential mis-allocation of approximately \$5 million dollars of traffic calming funding annually.

Requested Vendor: Pomegranate Associates

Vendor's Address: 16611 SE 45th St, Bellevue, WA 98006-8924

Vendor Contact: Milenko Matanovic Phone: 760-765-3427

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.

Shauna C Harshman

Digitally signed by Shauna C
Harshman
Date: 2021.07.01 17:06:45 -07'00'

Signature of Requestor
(must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

Facilitation Training in Washington State

Washington State Department of Enterprise Services:

No clearly defined methodology, focused on meeting facilitation no identified charrette facilitation noted. Does not offer charrette design assistance.

Holding the Hope – offers facilitation training focusing on recovery and mental health groups, no facilitation training or charrette design assistance.

Leadership for Change – offers facilitation skills workshops that include consensus decision making, but lacks the collaboration and placemaking focus, and does not offer charrette development assistance.

Business training works – business centric curriculum and approach, train the trainer offerings do not include collaborative placemaking, or a community based facilitation process. Does not offer charrette design assistance.

Seattle constellations institute – facilitation training directed at therapists. No charrette design assistance.

Association of WA Cities list of professional facilitation services:

Allenbaugh Associates, Inc – focus on organization and executive development for corporate boards and government executives. No facilitation training or charrette design assistance.

Aperture EQ – facilitation services, not training. Focused on helping managers and employees improve individual and team performance, no charrette design assistance.

Archway Consulting Group International LLC – Facilitation services, not training. Focuses on workplace facilitation around implicit bias. Does not offer a specific method, or charrette design assistance.

BERK Consulting, Inc. – Facilitation services, not training. No charrette design assistance offered.

Cascadia Consulting Group – focuses on facilitation services, not training and communications planning. Facilitation services based on IAPP. Does not offer training or charrette design services.

Community Mediation Services – Facilitation services, not training. No charrette design assistance offered.

Craemer Consulting - focuses on leadership coaching and organizational development facilitation services, not training. No charrette design assistance offered.

Culture Connecting, LLC – Diversity and equity training, no facilitation services or training offerings. No charrette design assistance offered.

Doug Mah & Associates, LLC – offers facilitation services not training. No charrette design assistance offered.

ECO Resource Group – Facilitation services and process design, focuses on environmental sustainability and community resilience. No charrette design assistance offered.

Integrus Performance Advisors – facilitation services, not training focus on Lean & Six Sigma. No charrette design assistance offered.

JLA Public Involvement – Facilitation services and public event planning, stakeholder interviews and public meetings. Does not offer charrette facilitation training or design assistance.

Jurassic Parliament – offers training in conducting meetings and parliamentary procedure.

Karen Reed Consulting LLC – offers facilitation services not training. No charrette design assistance offered.

Kenbrio – Facilitation services, not training – focusing on council retreats, strategic planning and orientations. No training or charrette design assistance.

Laura Todd Consulting – facilitation services, leadership training – not facilitation training or charrette design services.

Miller Management & Consulting Group – facilitation services, not training or charrette design services.

MMBC Consulting – facilitation services, not training, training in community outreach, no specific methodology. No charrette design services.

Northwest Leadership Strategies – Facilitation services, not training. Offers training to council and staff in strategic planning and meeting facilitation/ team building. No charrette design experience or services.

Parfait Bassale – Focuses on DEI and conflict resolution – facilitation services, not training. No charrette design assistance offered.

PDSA consulting – Training in leadership, process improvement, systems thinking. Facilitation services, not facilitation training or charrette design assistance. Their methodology is Plan-Do-Plan-Act geared to strategic planning.

Profound Results Consulting – Focused on Strategic Planning and leadership development. No facilitation training or charrette design assistance.

Sapna Strategies, LLC – General retreat facilitation, not facilitation training or charrette design assistance.

Mejorando Group – General retreat facilitation and community engagement services. No facilitation training or charrette design services.

The People's Institute for Survival and Beyond - General retreat facilitation and community engagement services. No facilitation training or charrette design services. Focus on anti-racism training.

Triangle Associates – Neutral third party facilitation services – not training services or charrette design assistance. Focus on organizational development and conflict resolution.

Vanessa Bronsema – offers facilitation and mediation services, not training or charrette design assistance.