

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised Proclamation 20-28.15**, dated **January 19, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 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 **December 13, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 100 3529** 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, December 13, 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, December 13, 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, DECEMBER 13, 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. Purchase of five CNG Scorpion ASL's, from Dobbs Truck Group (Federal Way, WA) using Sourcewell Contract #060920-CRN—\$2,583,552 (incl. tax). (Council Sponsor: Council President Beggs)
Richard Giddings | Approve | OPR 2021-0799 |
| 2. Interlocal Agreement Amendment/Extension with the Spokane County Treasurer (Spokane, WA) for payment processing services for the Public Works Division from January 1, 2022 through December 31, 2024—\$65,000. (Council Sponsor: Council President Beggs)
Corin Morse | Approve | OPR 2018-0556 |
| 3. Contract Renewal with SNAP (Spokane, WA) for: | Approve
All | |
| a. Essential Repair Program that will deliver minor home repair to approximately 260 single-family homeowners—\$500,000. | | OPR 2021-0121 |
| b. Single-Family Repair Program that will deliver major home repair services to approximately 30 single-family homeowners—\$1,433,219.
(Council Sponsor: Council Member Kinnear)
George Dahl | | OPR 2021-0122 |

- | | | | |
|-----|--|---|-------------------------------|
| 4. | Accept grant awards from the Washington State Criminal Justice Training Commission (WSCJTC) as part of their Dynamic-Diverse Community-Oriented Police Forde recruitment and retention program—\$60,000 Revenue. (Council Sponsor: Council Member Kinnear)
Jacqui MacConnell | Approve | OPR 2021-0800 |
| 5. | Contract with Cascade Industrial Services (Rathdrum, ID) for the removal of graffiti from the Monroe Street Bridge, as well as the application of a coating to facilitate future maintenance—\$107,637.50. (Council Sponsor: Council President Beggs)
Clint Harris | Approve | OPR 2021-0801
IPWQ 5543-21 |
| 6. | Acceptance of grant funding from the Department of Justice, through the Washington State Department of Commerce, for less-than-lethal police equipment. Grant period is November 15, 2021 through June 30, 2022—\$50,762 Revenue. (Council Sponsor: Council Member Kinnear)
Mike McNab | Approve | OPR 2021-0802 |
| 7. | Contract Amendment for the Washington State Department of Transportation NSC Master Agreement increasing the maximum amount reimbursable to the City from \$15 million to \$33.2 million. (Council Sponsor: Council President Beggs)
Kevin Picanco | Approve | OPR 2019-0011 |
| 8. | Recommendation to list the Philip & Agnes Brooke House, 519 West 18th Avenue, on the Spokane Register of Historic Places.
Megan Duvall | Approve &
Authorize
Management
Agreement | OPR 2021-0803 |
| 9. | Interlocal Agreement with Spokane Regional Emergency Communications for CAD and IT Services—\$258,838.07 Revenue. (Council Sponsor: Council Member Kinnear)
Jay Atwood | Approve | OPR 2021-0804 |
| 10. | Contract Amendments with outside counsel, Summit Law Group, who represents the City: | Approve
All | |
| a. | In an action brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers—increase of \$75,000. Total contract amount: \$125,000. | | OPR 2021-0707 |
| b. | In an action brought against the City and the Spokane Fire Department (SFD) by 25 employees of the SFD seeking damages and preliminary injunction to prevent the enforcement of the vaccine mandate as applicable to health care workers— | | OPR 2021-0722 |

increase of \$50,000. Total contract amount:
\$100,000.

Mike Piccolo

- | | | |
|---|------------------------------------|---------------|
| 11. Report of the Mayor of pending 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 |
|
 | | |
| 12. 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Human Rights Commission: One Appointment	Confirm	CPR 1991-0068
Ethics Commission: Two Reappointments	Confirm	CPR 2006-0042
Plan Commission: One Reappointment	Confirm	CPR 1981-0295
Spokane Regional Clean Air Agency: One Reappointment	Confirm	CPR 1981-0040

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

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36157	Re-aligning parking services into its own stand-alone department; amending section 03.01A.253; adopting a new section 03.01A.254 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs) Breean Beggs
ORD C36158	Amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs) Breean Beggs
ORD C36159	Establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs) Breean Beggs

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0100 Setting hearing before City Council for January 24, 2022, for the vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue as requested by the owners of the Liberty Park Apartments. (Council Sponsor: Council Member Wilkerson)

Eldon Brown

RES 2021-0101 Approving Settlement Agreement and General Release of All Claims of F. Scott Garske and Rebecca C. Garske arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages—\$87,500. (Council Sponsor: Council President Beggs)

Sam Faggiano

The following Final Reading Ordinance (ORD C36156) is pending suspension of the Council Rules to add as a First Reading Ordinance on the December 6, 2021, Agenda:

ORD C36156 Streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)

Breean Beggs

The following Final Reading Ordinance (ORD C36160) is pending suspension of the Council Rules to add as a First Reading Ordinance on the December 6, 2021, Agenda:

ORD C36160 Relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code. (Council Sponsor: Council Member Kinnear)

Mary Muramatsu

ORD C36161 Adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage. (Council Sponsor: Council President Beggs)

Paul Ingiosi**NO FIRST READING ORDINANCES****NO SPECIAL CONSIDERATIONS****NO HEARINGS**

Motion to Approve Advance Agenda for December 13, 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 December 13, 2021, Regular Legislative Session of the City Council will be held and then adjourned to January 3, 2022.

Note: The regularly scheduled City Council meetings for Monday, December 20, 2021, and Monday, December 27, 2021, have been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/23/2021
Clerk's File #	OPR 2021-0799
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19982

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 6257706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF FIVE SCORPION ASLS

Agenda Wording

The Solid Waste Collection department would like to purchase five CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$2,583,552.00, including tax, from Dobbs Truck Group, Federal Way, WA.

Summary (Background)

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 2,066,841.60	# 4500-44200-94000-56404-66666
Expense	\$ 516,710.40	# 4500-45100-94000-56404-99999
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE

Council Notifications

<u>Study Session\Other</u>	11/22/2021
<u>Council Sponsor</u>	CP Beggs

Distribution List

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Scorpion ASL's
Date:	November 22, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	CP Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability 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 Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Solid Waste Collection department would like to purchase five CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$2,583,552.00, including tax, from Dobbs Truck Group, Federal Way, WA.

Executive Summary:

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Usage Hours	Lifetime Fuel Cost	TCO Lifetime	TCO/Hour
2022	CCC/Scorpion	Autoloader	\$516,710.40	\$288,581.23	20000	\$95,978.00	\$901,269.63	\$45.06
2022	Peterbilt/Labrie	Autoloader	\$508,084.00	\$288,571.23	20000	\$95,978.00	\$892,633.23	\$44.63

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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:



DOBBS TRUCK GROUP

33301 9th Avenue South, suite 100
Federal Way, WA 98003
(206) 624-7383

October 14, 2021

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-CRN CRANE CARRIER COMPANY.

Dobbs Truck Group would like to formally extend all Sourcewell bid prices, terms, and conditions to the City of Spokane for the purchase of (11) eleven or more Automated Side Loading Trucks for the G&H Scorpion ASL body per the Sourcewell Contracts #060920-CRN Crane Carrier Company.

Following, please find the breakdown of the base prices and options per unit:

-2022 CCC LET2-46 Automated Side Loader CNG Chassis per the City of Spokane specifications.	\$ 193,653.00
-Floorplan or interest cost of 250 days at \$22.64 per day or \$5,660.00.	\$ 5,660.00
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	<u>\$ 200.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon Request.	
-SUB TOTAL	\$ 199,938.00
-G&H Scorpion CNG ASL 32 Cubic Yard CNG Roof Body	\$ 156,828.80
-Roof Top CNG 95DGE	\$ 47,600.00
-G&H Material Surcharge	\$ 38,680.00
-Groeneveld EP Single Line automated Lubrication System	\$ 6,570.00
-New 311 Graphics & Paint Stripes	\$ 4,000.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164


-Skid Plates	\$ 970.00
-CNG Fuel Truck	\$ 350.00
-Shuttle truck to paint, stripping, fuel, Dobbs	\$ 750.00
-3 Color Safety Vision Cameras	\$ 4,250.00
-20 lbs Fire Extinguisher	\$ 350.00
-Wheel Chocks & Holder – Mounted	\$ 325.00
-Spill Kit – Mounted	\$ 275.00
-Pre Delivery Inspection	\$ 1,850.00
-Freight Lowboy to Spokane	<u>\$ 10,874.94</u>
 SUB TOTAL	 <u>\$ 273,673.74</u>
 Total	 \$ 473,611.74
Washington State Sales Tax (9.1%)	<u>\$ 43,098.67</u>
Total per unit	\$ 516,710.40
	<u>X11</u>
Total	\$ 5,683,814.49
	=====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Dobbs Truck Group

 Agenda Sheet for City Council Meeting of* 12/13/2021 <input type="text"/>		? Date Rec'd (Clerk use only) 11/30/2021
Briefing date: 12/06/2021 ? Status: EXECUTIVE REVIEW		? Clerk's File # OPR 2018-0556
? Submitting Dept*: PUBLIC WORKS <input type="text"/>		? Renewals #
? Contact Name & Phone*: CORIN MORSE 625-6855		? Cross Ref #
? Contact E-Mail*: CMORSE@SPOKANECITY.ORG		? Project #
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item <input type="text"/>		? Bid #
? Requisition #		
? Agenda Item Name: Begin with Dept # 5200 - PAYMENT PROCESSING SERVICES – SPOKANE COUNTY		
? Agenda Wording*: (148 character max) <input checked="" type="checkbox"/> Additional attached? Interlocal Agreement Extension with Spokane County Treasurer for processing payments of utility bills.		
? Summary (Background)*: (1 character max.) <input checked="" type="checkbox"/> Additional attached? • The City of Spokane entered into a partnership with the Spokane County Treasurer's Office to process Utility Billing payments that are in the form of a check. • Interlocal Agreement, OPR 2018-0556 and term of 10/5/2018 to 12/31/2021 had a cost of 0.22 per unit. Due to a continued decrease in check payment volume, the ILA extension (1/1/2022 to 12/31/2024) includes a reduced cost of 0.20 per unit.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input checked="" type="radio"/> No <input type="radio"/>		
? Fiscal Impact		? Budget Account <input type="checkbox"/> Additional attached?
Expense <input type="text"/>	\$ 65,000.00	# 5200-30210-38141-54261-99999
Select <input type="text"/>	\$	#
Select <input type="text"/>	\$	#
Select <input type="text"/>	\$	#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	FEIST, MARLENE	Study Session / Other Public Safety 12/6/2021
Division Director	FEIST, MARLENE	Council Sponsor Council President Breean Beggs
Finance	ALBIN-MOORE, ANGELA	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	ODLE, MARI	jsalstrom@spokanecity.org
For the Mayor		mfeist@spokanecity.org
? Additional Approvals		cmorse@spokanecity.org
Purchasing		eschoedel@spokanecity.org
Select Dept 1 <input type="text"/>		haller@spokanecity.org
Select Dept 2 <input type="text"/>		gbyrd@spokanecity.org
Select Dept 3 <input type="text"/>		
Save Cancel View Related Documents		

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works & Utility Billing Program
Subject:	Payment Processing Services – Spokane County
Date:	December 6, 2021
Author (email & phone):	Corin Morse (cmorse@spokanecity.org & 625-6855)
City Council Sponsor:	Council President Breann Beggs
Executive Sponsor:	Marlene Feist, Director of Public Works
Committee(s) Impacted:	N/A
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Spokane County Payment Processing – Interlocal Agreement Extension
Deadline:	Implementation date of 1/1/2022
Outcome:	Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills.
Background/History: <ul style="list-style-type: none"> The City of Spokane entered into a partnership with the Spokane County Treasurer’s Office to process Utility Billing payments that are in the form of a check. Interlocal Agreement, OPR 2018-0556 and term of 10/5/2018 to 12/31/2021 had a cost of 0.22 per unit. Due to a continued decrease in check payment volume, the ILA extension (1/1/2022 to 12/31/2024) includes a reduced cost of 0.20 per unit. The total estimated cost per year is \$65,000, including processing, maintenance and software updates. 	
Executive Summary: <ul style="list-style-type: none"> The continued partnership with the Spokane County Treasurer provides for business continuity and resiliency. The County uses industry standard equipment, zero unexpected lapses in processing over the past three years and robust daily reports to Utility Billing and City Treasury. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane
**INTERLOCAL AGREEMENT AMENDMENT /
EXTENSION**

Title: **Interlocal Agreement between the City of Spokane and the Spokane County Treasurer For Payment Processing Services for the City Public Works Division**

This Interlocal Agreement Amendment / Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **Spokane County and the Spokane County Treasurer** ("County"), a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, individually hereafter referenced as a "County", and together as the "Parties".

WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Spokane and Spokane County" on October 1, 2018 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A", wherein Spokane County Treasurer will provide staff, equipment, and facilities to process check payments for the City of Spokane Public Works Division; and

WHEREAS, a change or revision of the Work has been requested, and the parties wish to extend the term of the Interlocal Agreement an additional three (3) years, thus the original Interlocal Agreements needs to be formally Amended and Extended by this written document; and

NOW, THEREFORE, in consideration of these terms, the Parties mutually agree as follows:

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated October 5, 2018, is hereby incorporated by reference into this Interlocal Agreement Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on January 1, 2022.

3. EXTENSION.

The Interlocal Agreement is hereby extended and shall run through December 31, 2024.

4. AMENDMENT. Section 3 shall be amended as follows:

Section 3: Reimbursement of Costs:

...

Based on the current utility check payment volumes, anticipated staffing level and work load the estimated average monthly cost to CITY is ((~~\$5,000~~)) \$3,500 or an estimated ((~~0.22~~)) 0.20 per payment processed. Since this is based upon actual labor usage, and since other direct costs, allocated departmental costs, and the COUNTY's indirect allocated costs are not included, actual

amounts may vary. Each month, the CITY will be provided an itemized invoice of charges for payment to the COUNTY for services rendered.

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

APPROVED by the City of Spokane on _____, 2021.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by the County of Spokane, Spokane County Treasurer, on
_____ 2021

BOARD OF COUNTY COMMISSIONERS

Josh Kerns, Chair

Mary L. Kuney, Vice-Chair

Al French, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

2021-107



Agenda Sheet for City Council Meeting of: 12/13/2021

<u>Date Rec'd</u>	11/22/2021
<u>Clerk's File #</u>	OPR 2021-0121
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD, HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	GEORGE DAHL 6036
<u>Contact E-Mail</u>	GDAHL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - RENEWAL CONTRACTS FOR SNAP'S ESSENTIAL REPAIR PROGRAM

Agenda Wording

Renewal of SNAP's Essential Repair Program that will deliver minor home repair to approximately 260 single-family homeowners.

Summary (Background)

On November 9, 2021, CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair Program and forwarded their recommendation to the CHHS Board for approval. On December 1, 2021, the CHHS board will be asked to vote on the recommendations that have been presented by the Affordable Housing Committee. Staff are working on the contract draft to be ready before 12/31/21, pending Council approval.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ \$500,000.00

Select \$

Select \$

Select \$

Budget Account

1690-95576-51010-54201-99999

#

#

#

Approvals

Dept Head DAVIS, KIRSTIN

Division Director DAVIS, KIRSTIN

Finance WALLACE, TONYA

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

GRANTS, CONTRACTS & PURCHASING BROWN, SKYLER

Council Notifications

Study Session\Other 12/6/2021 Public Safety & Community Health

Council Sponsor Kinnear

Distribution List

efinch@spokanecity.org

gdahl@spokanecity.org

kclifton@spokanecity.org

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Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	Renewal contracts for SNAP's Single-Family Rehab (OPR 2021-0122), and Essential Repair (OPR 2021-0121) Programs
Date:	12/6/21
Author (email & phone):	George Dahl (gdahl@spokanecity.org/625-6036)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & 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)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	Both contracts are set to expire 12/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> • Essential Repair Program will deliver minor home repair to approximately 260 single-family homeowners. • Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Background/History:

On Tuesday, November 9, 2021 members of the CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair and Single-Family Rehab Programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.

On Wednesday, December 1, 2021 members of the CHHS Board voted in favor of the renewal recommendation as presented by the CHHS Affordable Housing Committee.

Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/21 (pending Council approval).

For more information regarding these programs, please visit:

Essential Repair Program

<https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/>

Single Family Rehab Program

<https://www.snapwa.org/home-repair>

Executive Summary:

Renewal of SNAP's Essential Repair, and Single-Family Repair Programs to provide housing stability for low-income homeowners within the City of Spokane.

Contract #1

Partner Agency: SNAP

Program Name: Essential Repair Program

Contract Reference: OPR 2021-0121

Funding Source: CDBG

Award Amount: \$500,000

Number of Homes Repaired: 260

Contract #2**Partner Agency:** SNAP**Program Name:** Single Family Rehabilitation Program**Contract Reference:** OPR 2021-0122**Funding Source:** CDBG**Award Amount:** \$1,433,219**Number of Homes Repaired:** 30**Budget Impact:**Approved in current year budget? ☒ Yes ☐ NoAnnual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:Consistent with current operations/policy? ☒ Yes ☐ NoRequires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: N/A

Known challenges/barriers: N/A



Agenda Sheet for City Council Meeting of:
12/13/2021

<u>Date Rec'd</u>	11/22/2021
<u>Clerk's File #</u>	OPR 2021-0122
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD, HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	GEORGE DAHL X 6036
<u>Contact E-Mail</u>	GDAHL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - RENEWAL CONTRACT SNAP SINGLE-FAMILY REHAB

Agenda Wording

Renewal of SNAP's Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Summary (Background)

On November 9, 2021, CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Single-Family Rehab Program and forwarded their recommendation to the CHHS Board for approval. On December 1, 2021, the CHHS board will be asked to vote on the recommendations that have been presented by the Affordable Housing Committee. Staff are working on the contract draft to be ready before 12/31/21, pending Council approval.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ \$1,433,219.00

Select \$

Select \$

Select \$

Budget Account

1695-95577-51010-54201-99999

#

#

#

Approvals

Dept Head DAVIS, KIRSTIN

Division Director DAVIS, KIRSTIN

Finance MURRAY, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other 12/6/2021 Public Safety & Community Health

Council Sponsor Kinnear

Distribution List

gdahl@spokanecity.org

efinch@spokanecity.org

kclifton@spokanecity.org

Additional Approvals

Purchasing

GRANTS, CONTRACTS & PURCHASING
BROWN, SKYLER

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Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	Renewal contracts for SNAP's Single-Family Rehab (OPR 2021-0122), and Essential Repair (OPR 2021-0121) Programs
Date:	12/6/21
Author (email & phone):	George Dahl (gdahl@spokanecity.org/625-6036)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & 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)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	Both contracts are set to expire 12/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> • Essential Repair Program will deliver minor home repair to approximately 260 single-family homeowners. • Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Background/History:

On Tuesday, November 9, 2021 members of the CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair and Single-Family Rehab Programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.

On Wednesday, December 1, 2021 members of the CHHS Board voted in favor of the renewal recommendation as presented by the CHHS Affordable Housing Committee.

Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/21 (pending Council approval).

For more information regarding these programs, please visit:

Essential Repair Program

<https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/>

Single Family Rehab Program

<https://www.snapwa.org/home-repair>

Executive Summary:

Renewal of SNAP's Essential Repair, and Single-Family Repair Programs to provide housing stability for low-income homeowners within the City of Spokane.

Contract #1

Partner Agency: SNAP

Program Name: Essential Repair Program

Contract Reference: OPR 2021-0121

Funding Source: CDBG

Award Amount: \$500,000

Number of Homes Repaired: 260

Contract #2**Partner Agency:** SNAP**Program Name:** Single Family Rehabilitation Program**Contract Reference:** OPR 2021-0122**Funding Source:** CDBG**Award Amount:** \$1,433,219**Number of Homes Repaired:** 30**Budget Impact:**Approved in current year budget? ☒ Yes ☐ NoAnnual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:Consistent with current operations/policy? ☒ Yes ☐ NoRequires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: N/A

Known challenges/barriers: N/A



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	OPR 2021-0800
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	POLICE
Contact Name/Phone	JACQUI 625-4109 MACCONNELL
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620 - WSCJTC RECRUITMENT & RETENTION GRANT AWARD

Agenda Wording

Acceptance of grant funds from the Washington State Criminal Justice Training Commission(WSCJTC) as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.

Summary (Background)

In October, 2021, the WSCJTC sent out a Request for Proposals related to available funding from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program. City of Spokane Police Department applied and was awarded \$60,000 to be used toward media campaigns as well as recruiter travel costs. Award period of performance 12/01/2021 through 06/30/2022.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense	\$ 60,000	<u>Budget Account</u>	# 1620-91794-21250-VARIOUS
Revenue	\$ 60,000		# 1620-91794-99999-33469
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	MACCONNELL, JACQUI
<u>Division Director</u>	HAMMOND, JENNIFER
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	Finance 11/15/2021
<u>Council Sponsor</u>	Councilmember Kinnear
<u>Distribution List</u>	
	jmacconnell@spokanepolice.org
	spdfinance@spokanecity.org

Additional Approvals

<u>Purchasing</u>	
<u>GRANTS, CONTRACTS & PURCHASING</u>	BROWN, SKYLER

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Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA22-014	
		Program Index PI 612	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx			
Contractor Name: City of Spokane Police Department Jacqui MacConnell - Contact		Contractor Address 1100 W. Mallon Ave., Spokane, WA 99260	
Federal Tax ID Number (FEIN), required before doing business with State of WA 91-6001280		Unified Business Identifier (UBI) required before doing business with State of WA	
Contractor Telephone 509-385-2815		Contractor E-Mail jimmacconnell@spokanepolice.org cmeidl@spokanepolice.org	
Fax			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel		Grants and Outreach Program Manager	
Telephone (206) 969- 8437	Fax	E-mail Address srogel@cjtc.wa.gov	
Contract Start Date 12/1/21	Contract End Date 6/30/22	Contract Maximum Amount \$60,000	
Subcontracting Authorized? Y/N No	Travel Expenses Authorized? Y/N Yes		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Program Manager Susan Rogel <i>Susan Rogel, Program Manager</i> 11/29/2021		Contractor Business Name (if applicable) City of Spokane Police Department	
Department Manager Kevin Zeller <i>Kevin Zeller, Assistant Director</i> 11/29/2021		Date 11/29/2021	
Executive Director Monica Alexander <i>Monica Alexander</i> 11/29/2021		Contractor signature <i>Craig Meidl, Chief of Police Department</i>	
WSCJTC Fiscal Manager Brian Elliott <i>Brian Elliott</i> 11/29/2021		Print Contractor Name & Title Craig Meidl, Chief of Police City of Spokane Police Department	

Statement of Work.

1. This Contract starts Dec. 1, 2021 and ends June 30, 2022.
2. Grantees will submit quarterly reports and invoices for reimbursement and financial backup documentation for the invoice identifying specific expenses charged to the quarterly invoice.
 - a. Reports and Invoices will be submitted on the following dates:
 - i. March 15, 2022 (reporting on Dec., Jan., Feb.)
 - ii. June 15, 2022 (reporting on March, April, May)
3. Reports will consist of outcome reporting based on data measurement and indicators, and a narrative explaining how the outcomes were or were not met and if they are not met, the plan to meet the outcome.
Required outcomes:

Outcome	Timeline
Develop multimedia videos or recruiting materials that represent officers from identified underrepresented community.	June 30, 2022
1. Increased number of community outreach contacts for the purpose of recruiting from underrepresented community in the City of Spokane.	June 30, 2022
2. Increased number of underserved community police officers recruited.	June 30, 2022
3. Identify a current or new program to reinforce and support those police officers from the underserved community in order to retain them in the Spokane Police Department.	June 30, 2022

4. A final Report is due at the end of June (by July 15, 2022)
5. Grantees will have reviews on site or by teleconference by WSCJTC staff twice per year. The first review will be in March 2022 and the second in June 2022 on agreed upon dates. Unless WSCJTC staff or the grantee request more frequent reviews.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform. That RFP is attached to this contract.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Agency may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Agency for performance of the Statement of Work, in response to invoices specifying hours worked or work completed each quarter, but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Agency provides.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Agency any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Agency. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The agency may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The agency shall not disclose any information WSCJTC designates confidential. This contract and the Agency's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Agency shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Agency shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Agency agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

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

SAFETY and Conduct. While on WSCJTC's premises, the Agency shall obey all physical, fire or other security regulations communicated to the Agency by WSCJTC. The Agency - and its employees if authorized above - shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Operations. To protect the health and safety of the staff and students of the WSCJTC, *Agency* is required to submit to infectious disease testing when directed to do so by the WSCJTC. Contractors must report the results to WSCJTC's confidential appointee. *The Agency* agrees to follow the health and safety protocols put in place by the agency pre and post-test. Should the agency not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Health and Safety. To protect the health and integrity of the organization, *the Agency* understand that WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should *the Agency* not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

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

Briefing Paper

Finance Committee

Division & Department:	Spokane Police Department
Subject:	Approval to apply for WSCJTC recruitment and retention grant
Date:	11/15/2021
Contact (email & phone):	Jacqui MacConnell, jmacconnell@spokanepolice.org , 625-4109
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Justin Lundgren
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)	Approval to apply for grant funds from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.
Background/History: In October, 2021, the Washington State Criminal Justice Training Commission(WSCJTC) sent out a Request for Proposals related to available funding from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.	
Executive Summary: <ul style="list-style-type: none"> Intent: Dynamic-Diverse Community-Oriented Police Force recruitment and retention that will improve internal and external relations and ensure the effective delivery of services to the public Maximum amount per request is \$60,000 SPD applying for \$59,920 in grant funds <ul style="list-style-type: none"> Will cover media campaign and travel costs of recruiter trips Grant period of performance: 12/01/2021 to 12/01/2022 	
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 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:	

**Agenda Sheet for City Council Meeting of:**
12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2021-0801
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5543-21
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1100- MONROE STREET BRIDGE GRAFFITI ABATEMENT AND CONTROL APPLICATION

Agenda Wording

The Street Department is seeking approval for a contract with Cascade Industrial Services in the amount of \$107,637.50 to provide removal of graffiti from the Monroe St. Bridge as well as the application of a coating to facilitate future maintenance.

Summary (Background)

This contract will provide removal of graffiti and the application of a protective coating to the vestibules, pylons, and rails of the Monroe St. Bridge. Awarded via bid, this is for work to be performed by 02/28/2022

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 107,637.50

Select \$

Select \$

Select \$

Budget Account

1100-21900-42500-54803-99999

#

#

#

Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance MURRAY, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other PIES 12/13/2021

Council Sponsor CP Beggs

Distribution List

ceharris@spokanecity.org

lmalstrom@spokanecity.org

jklapp@spokanecity.org

tbrazington@spokanecity.org

jwthomas@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Monroe Street Bridge Graffiti Abatement and Control Application
Date:	12/13/2021
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org 509-625-7744)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
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:	Infrastructure
Deadline:	02/28/2022
Outcome: (deliverables, delivery duties, milestones to meet)	Removal of graffiti and the application of a protective coating to the vestibules, pylons, and rails of the Monroe St. Bridge to allow for ongoing graffiti abatement to be effective.
Background/History: This contract, awarded via bid to Cascade Industrial Services, is for work to be performed by February 28th, 2022.	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The total cost to the City is \$107, 637.50 <i>Action</i> <ul style="list-style-type: none"> Approval of the contract for Graffiti Abatement and Control Application <i>Funding</i> <ul style="list-style-type: none"> Funding for this is coming from the 2021 Street Dept. Budget 	
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:	

Bid Response Summary

Bid Number IPWQ 5543-21
Bid Title Monroe Bridge Graffiti Control Application (Re-Bid)
Due Date Monday, November 22, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company cascadeindustrialservices@gmail.com
Submitted By cascadeindustrialservices@gmail.com cascadeindustrialservices@gmail.com - Monday, November 22, 2021 9:53:56 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments cascadeindustrialservices@gmail.com

Question Responses

Group	Reference Number	Question	Response
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

6. PAYMENT	<p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.</p>	I acknowledge and agree
7. REJECTION OF QUOTES	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p>	I acknowledge and agree
8. REGISTERED CONTRACTOR	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	I acknowledge and agree

9. PUBLIC WORK
REQUIREMENTS

The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.

I acknowledge and agree

10. CERTIFICATION
OF COMPLIANCE
WITH WAGE
PAYMENT
STATUTES

Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

I acknowledge and agree

<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and agree</p>
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p>1, SCOPE OF WORK</p>	<p>Unless otherwise stated, the Contractor shall furnish all labor, supervision, traffic control, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified work.</p>	<p>I acknowledge and agree</p>
<p>2. COMPLETION TIME</p>	<p>All Work under the contract shall be started after the date of Notice to Proceed (NTP). Work once started shall be completed by December 31, 2021.</p>	<p>I acknowledge and agree</p>

<p>3. LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p> <p>I acknowledge and agree</p>
<p>4. INTENT OF SPECIFICATIONS</p>	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p> <p>I acknowledge and agree</p>
<p>5. WASHINGTON STATE RETAIN SALES TAX</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p> <p>I acknowledge and agree</p>

<p>5. WASHINGTON STATE RETAIN SALES TAX</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p> <p>I acknowledge and agree</p>
<p>6. PERMITS</p>	<p>Contractor shall be responsible for all permits, traffic control, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p> <p>I acknowledge and agree</p>
<p>7. GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p> <p>I acknowledge and agree</p>

<p>8. SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>
<p>9. INSURANCE</p>	<p>During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>9. INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>

9. INSURANCE	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>
9. INSURANCE	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>

I acknowledge and agree

I acknowledge and agree

9. INSURANCE	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p> <p>I acknowledge and agree</p>
9. INSURANCE	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p> <p>I acknowledge and agree</p>

10. PERFORMANCE
BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

11. PREVAILING
WAGES - LOCAL
AND STATE
ASSISTED
CONSTRUCTION.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).

I acknowledge and I agree

<p>11. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is October 14, 2021.</p> <p>I acknowledge and I agree</p>
<p>11. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> <p>I acknowledge and I agree</p>
<p>12. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p> <p>I acknowledge and I agree</p>

12. RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	I acknowledge and I agree
12. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
13. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	City Of Spokane Subcontractor Acknowledgemrnt.pdf

SECTION III. TECHNICAL REQUIREMENTS		
1. PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described work.	I acknowledge and I agree
2. HOURS & NOISE	Contractor cannot start work prior to 7 am and cannot work past 10:00 pm. (SMC 10.08D) If blocking traffic is necessary, that can only be done from 9:00 am - 3:00 pm with appropriate permits and traffic control.	I acknowledge and I agree
3. SCOPE OF WORK	The project consists of cleaning the graffiti off of the vestibules which are 18'-18" high, pylons which are 18'-8" high, traffic rail and pedestrian rail on the Monroe Street Bridge and covering these surfaces with a protective coating. A lift will be required for the vestibules and pylons to be completely coated.	I acknowledge and I agree
3. SCOPE OF WORK	Cleaning of the graffiti can be done with pressure washing, sandblasting or alternate methods, if approved, but not painted over.	I acknowledge and I agree
3. SCOPE OF WORK	The protective coating shall be Sure Klean Blok-Guard & Graffiti Control II, or approved equal.	I acknowledge and I agree
3. SCOPE OF WORK	The estimated quantity is 32,163 square feet.	I acknowledge and I agree

3. SCOPE OF WORK	The contractor should be prepared to provide for access to the areas above the deck and beyond the safety rails and all appropriate safety equipment for the workers.	I acknowledge and I agree
3. SCOPE OF WORK	Coating the outside of the pedestrian rail, the tops and outside surfaces of the vestibules, and the pylons will involve work at height, outside of the normal traffic areas and, on the vestibules and pylons, above the deck level.	I acknowledge and I agree
3. SCOPE OF WORK	<p>The specific application areas are as follows:</p> <p>Vestibules: The entire surface area, inside and outside, including the inside surfaces of cutouts and relief and the benches.</p> <p>Pylons: The entire surface.</p> <p>Traffic Rail: The concrete portions only, both sides and the top, do not include the metal portion of the rail.</p> <p>Pedestrian Rail: All surfaces including the inside surface of cutouts and relief.</p>	I acknowledge and I agree
3. SCOPE OF WORK	Contractor cannot discharge anything to the river, and would need to protect the driving or walking public from sand blasting, pressure washing or painting.	I acknowledge and I agree
3. SCOPE OF WORK	The City of Spokane's UBIT (Under Bridge Inspection Truck) will not be available for this project.	I acknowledge and I agree
BID		

BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	CASCAIS858J1
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603496026
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-093966-00-4
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603496026
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	603496026
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&P's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes

MISCELLANEOUS	<p>The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I acknowledge and I agree
MISCELLANEOUS	<p>Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.</p>	<p>Charlie Dally Cascade Industrial Services LLC 24665 Hunters Grove Court Rathdrum ID 83858 208-449-2520 Cascadeindustrialservices@gmail.com</p>
TERMS & CONDITIONS		
#1	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I acknowledge and I agree

SUBCONTRACTOR LIST

PROJECT NAME: Monroe Bridge Graffiti control

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary)*:

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Monroe Bridge Graffiti Control Application	
	Project # PW ITB 5543-21
Part A: General Company Information	
Company Name Cascade Industrial Services LLC	
Address 24665 Hunters Grove Court Rathdrum Idaho 83858	
Contact Name and Title Charlie Dally Owner	
Contact Phone 208-449-2520	Contact E-mail cascadeindustrialservices@gmail.com
Years in business as a Prime Contractor 6.75	Years in business as a sub-contractor
Years in business under present Name 6.75	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. List three (3) similar contracts/projects.	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? NO	
NO	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
NO	

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.
Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
NO Violations
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor? NO
NO Citations
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. N/A
Part G: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
NO
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings. N/A
Part H. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
NO
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part I. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
NO

<p>If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p>Part J: Termination for Cause</p>
<p>Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years? NO</p>
<p>No</p>
<p>If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p>Part K: Litigation</p>
<p>Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years? NO</p>
<p>NO</p>
<p>If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p>Part L: Delinquent State Taxes</p>
<p>Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?</p>
<p>NO</p>
<p>If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".</p>
<p>Part M: Subcontractor Responsibility</p>
<p>Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?</p>
<p>N/A</p>
<p>If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. We Self Perform our projects</p>
<p>Signature</p>
<p>The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.</p>

bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part J. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

No subcontractors we self perform all work

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



11-24-21

Printed Name of Authorized Representative

Charic Dally

Title

Owner

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Service LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Dally 208 449-2520</i>	
Project Name <i>1909 CTC Masonry repairs</i>		Project Contract Number <i>1909 CTC</i>	
Project Owner <i>Chelan County</i>		Project Location <i>Wenatchee, WA</i>	
Project Owner Contact Name & Title <i>Stacie de Mestre Public Works Project Manager</i>		Owner's Telephone Number <i>509-884-4700</i>	
Notice to Proceed Date <i>8-8-19</i>	Final Completion Date <i>11-1-19</i>	Awarded Contract Value <i>\$84,200.00</i>	Final Contract Price <i>\$84,200.00</i>
Prime Contractor Name (If Not Bidder) <i>NA</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>NA</i>	

Brief Project Description

Pressure wash and seal CTC Bldg with Protectosil 40 VOC

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

*Pressure wash CTC Building.
Apply Protectosil 40 VOC anti graffiti sealer to
masonry surfaces. Work was using a manlift.*

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Services LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Daily 208-449-2520</i>	
Project Name <i>Evergreen School District Masonry Sealer</i>		Project Contract Number <i>2161720133</i>	
Project Owner <i>Evergreen School Dist.</i>		Project Location <i>Vancouver, WA</i>	
Project Owner Contact Name & Title <i>Patrick O'Day Facilities Manager</i>		Owner's Telephone Number <i>360-604-4148</i>	
Notice to Proceed Date <i>6-1-18</i>	Final Completion Date <i>8-15-18</i>	Awarded Contract Value <i>161,814.00</i>	Final Contract Price <i>161,814.00</i>
Prime Contractor Name (If Not Bidder) <i>N/A</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>N/A</i>	
Brief Project Description <i>Remove Graffiti from School Walls and Seal.</i>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications <i>Pressure Wash Masonry Surfaces, Remove graffiti, and Seal Surfaces with Prossoco Block Guard anti Graffiti Sealer</i>			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Services LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Dally 208-449-2520</i>	
Project Name <i>Exterior Cleaning Masonry and Sealing multiple buildings</i>		Project Contract Number <i>#2442</i>	
Project Owner <i>Clackamas County Oregon</i>		Project Location <i>Clackamas Oregon</i>	
Project Owner Contact Name & Title <i>Elaine Parker project coordinator</i>		Owner's Telephone Number <i>503-557-6411</i>	
Notice to Proceed Date <i>6-11-2020</i>	Final Completion Date <i>11-15-2020</i>	Awarded Contract Value <i>179,350.00</i>	Final Contract Price <i>179,350.00</i>
Prime Contractor Name (If Not Bidder) <i>NA</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>NA</i>	

Brief Project Description

Clean and seal multiple buildings for Clackamas County.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Pressure wash and apply protectasil 40 VOC Anti Graffiti masonry sealer. Most work was done using a manlift.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 **18**
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, check the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of cases or other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M) 0	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed form to this office.

Establishment Information

Your establishment name Cascade Industries LLC
Street 24665 Hunter Grove Court
City Bothell State WA Zip 98058
Industry description (e.g., Manufacture of motor truck trailers)
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238390

Employment information (If you don't have these figures, see the instructions on the next page to estimate.)

Annual average number of employees 5

Total hours worked by all employees last year 16000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature [Signature] Title owner

Phone 208 449 2520 Date 1 2 19

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name **Cascade industrial services LLC**
City **Rathdrum** State **Idaho**

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:							
(A) Case no.	(B) Employee's name	(C) Job title <i>(e.g., Welder)</i>	(D) Date of injury or onset of illness	(E) Where the event occurred <i>(e.g., Loading dock south end)</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g., Severe degree burn on right forearm from oxy-acetylene torch)</i>	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away from work (K) _____ days On job transfer or restriction (L) _____ days		(M)					
						Remained at Work											
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	Other illness (6)
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Summary of Work-Related Injuries and Illnesses



Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 68 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 2100 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Cascade Industrial Services
Street 24665 Hunters Grove Court
City Rethelium State TX ZIP 75858

Industry description (e.g., *Manufacture of motor truck trailers*)
Concrete restoration
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
238390

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
Annual average number of employees 6
Total hours worked by all employees last year 18,000.00

Sign here
Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Che Oliver
Company executive Title
Date 2006 749 2520 Date 3/2/20

Summary of Work-Related Injuries and Illnesses



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(4) Poisonings
<u>0</u> (M)	<u>0</u>	<u>0</u>
(2) Skin disorders	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>
(3) Respiratory conditions		
<u>0</u>		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Cascade Industrial Service
 Street 24665 Hunters Green Court
 City Bothell State WA ZIP 98028

Industry description (e.g., Manufacturing of motor track trailers)

Concrete restoration

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238390

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

6

Total hours worked by all employees last year

19,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title owner
208-449-2620 Date 3-8-21



April 20, 2021

Cascade Industrial Services LLC
24665 Hunters Grove Ct
Rathdrum, ID 83858-5103

Agent: 714
Brian Goetz Insurance Agency Inc
840 W Kathleen Ave
Coeur D Alene, ID 83815-9405
(208) 667-6468

Re: Workers Compensation Insurance Policy #649272 - 04/01/2021

To whom it may concern,

This letter provides a representation of the experience modification factor for Cascade Industrial Services LLC in effect at the expiration date of each of the following periods.

<u>Policy Period Effective Date</u>	<u>Policy Period End Date</u>	<u>Experience Modification Factor</u>
04/01/2021	04/01/2022	0.84
04/01/2020	04/01/2021	0.87
04/01/2019	04/01/2020	0.93
04/01/2018	04/01/2019	0.95
04/01/2017	04/01/2018	1.00

If you need anything further, please contact our office at 1-800-334-2370.

Sincerely,

Underwriting Department

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

OPR 2021-0802

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

POLICE

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 - DEPT OF COMMERCE LESS-THAN-LETHAL EQUIPMENT GRANT

Agenda Wording

Acceptance of grant funding from the Department of Justice, through the WA State Department of Commerce, for less-than-lethal police equipment. Grant period 11/15/2021 through 06/30/2022.

Summary (Background)

The Spokane Police Department submitted a proposal to the Washington State Department of Commerce to "procure and distribute less-than-lethal equipment to Washington state peace officers" and subsequently was awarded \$50,762. SPD's proposal includes 30 FN Tactical less-than-lethal launchers, ammunition, and funding for two instructor courses. CFDA #16.738

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 50,762

1620-91795-99999-33442-99999

Expense \$ 50,762

1620-91795-21250-VARIOUS

Select \$

#

Select \$

#

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

MCNAB, MICHAEL

Study Session\Other

Finance 09/20/2021

Division Director

HAMMOND, JENNIFER

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

mmcnab@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

spdfinance@spokanecity.org

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

BROWN, SKYLER



Interagency Agreement with

Spokane Police Department

through

Less Than Lethal Equipment Program

For

Purchase of less than lethal equipment

Start date: November 15, 2021

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General Terms and Conditions

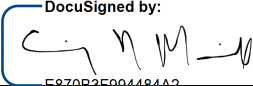
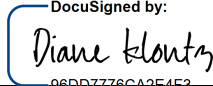
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Attachment A, Scope of Work
Attachment B, Budget

FACE SHEET

Contract Number: F19-31440-519

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety and Violence Prevention – Public Safety Unit
Less Than Lethal Equipment**

1. Contractor Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260		2. Contractor Doing Business As (optional)	
3. Contractor Representative Mike McNab Major 509-835-4514 mmcnab@spokanepolice.org		4. COMMERCE Representative Abigail Snyder Program Manager 360-515-6205 Abigail.Snyder@commerce.wa.gov	
5. Contract Amount \$50,762	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date November 15, 2021	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$50,762	Federal Agency: Department of Justice	CFDA Number: 16.738	Indirect Rate (if applicable): Not Applicable
10. Tax ID # 91-6001280	11. SWV # 0003387-12	12. UBI # 328-013-877	13. DUNS # 115528189
14. Contract Purpose To purchase less than lethal equipment.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR DocuSigned by:  E870B3F004484A2... Craig Meidl, Chief of Police 11/17/2021 10:59 AM PST Date _____		FOR COMMERCE DocuSigned by:  06DD7776CA2E4F3... Diane Klontz, Assistant Director 11/17/2021 7:00 PM PST Date _____ APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019

Federal Award Identification Number (FAIN): 2019-DJ-BX-0035

Total amount of the federal award: \$3,303,848

Awarding official: Matt Dummermuth

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

“This project was supported by Grant No. 2019-DJ-BX-0035 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,762 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$50,762, which amount is included in the Contract total above.

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

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but, not more often than monthly.

The invoice shall include the Contract Number F19-31440-519.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

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

9. AUDIT

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

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

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

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

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

21. WAIVER

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

Attachment A Scope of Work

Contractor shall purchase the following:

- 30 FN Tactical W/ SCAR Buttstock
- 6 Cases Clear Impact Training Ammunition
- 6 Cases Pava/OC Powder Ammunition
- 6 Cases Inert Powder Ammunition
- 2 Instructor Course Tuitions

Items will be purchased shortly after the Contract is executed. SPD will have the two instructors train other officers on operating and deploying the devices.

The Contractor will report on the activities identified above on a quarterly basis. Quarterly reports will be due the 15th day of the month following the end of each calendar quarter of the award period.

Attachment B Budget

The budget for the award period of November 15, 2021 through June 30, 2022 is \$50,762.

Equipment Total \$50,762

Note: The Contractor may not obligate or expend any funds under this award until a completed Federal Eligibility Package has been submitted to COMMERCE as identified in RFP 19-31440-1.

Briefing Paper

Finance Committee

Division & Department:	Spokane Police Department
Subject:	WA Dept. of Commerce Less-Than-Lethal Grant Acceptance
Date:	12/06/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Chief Meidl
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)	Approval to accept grant funding from the Department of Commerce for less-than-lethal police equipment.
Background/History:	
<p>Executive Summary:</p> <p>09/20/21 SPD briefed the finance committee in submitting a proposal to the Washington State Department of Commerce to “procure and distribute less-than-lethal equipment to Washington state peace officers”. SPD was awarded \$50,762.00 to purchase less lethal equipment from November 15th, 2020-June 30, 2022. SPD’s proposal includes 30 FN Tactical less-than-lethal launchers, ammunition, and funding for two instructor courses.</p>	
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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Dept. of Commerce grant 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:
12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2019-0011
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	KEVIN PICANCO 625-6088
Contact E-Mail	KPICANCO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - WSDOT NSC MASTER AGREEMENT CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for WSDOT NSC Master Agreement increasing the maximum amount reimbursable to the City from \$15.0 million to \$33.2 million.

Summary (Background)

WSDOT Master Agreement GCB 3086 which covers WSDOT's reimbursement to the City for utility relocation costs was approved and executed in January of 2019 with a maximum funding amount of \$15.0 million. An amendment to the master agreement is necessary to increase the funding limit to \$33.2 million to cover on-going utility relocation work. Task Orders addressing specific projects are completed under the master agreement and approved administratively.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 33,200,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

<u>Dept Head</u>	MILLER, KATHERINE E
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 11/22/2021
<u>Council Sponsor</u>	Beggs

Additional Approvals

<u>Purchasing</u>	kpicanco@spokanecity.org
	publicworksaccounting@spokanecity.org
	kemiller@spokanecity.org
	mdavis@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC Freeway – City Utility Relocations
Date:	11/22/21
Author (email & phone):	kpicanco@spokanecity.org , (509) 625-6088
City Council Sponsor:	Council President 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)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment to WSDOT NSC Master Agreement GCB 3086 for Reimbursement to City for City Utility Relocations
Background/History: <p>The North Spokane Corridor (NSC) has been funded for construction as part of the Washington State Connecting Washington transportation funding package. City of Spokane utilities and infrastructure are impacted by or in conflict with the NSC construction requiring relocation, modification or protection. WSDOT is responsible for reimbursing the City for relocation of City utilities. In January of 2019 a master agreement with WSDOT was approved by City Council and executed by the Mayor providing for reimbursement of up to \$15 million for relocation of City Utilities and covering a portion of the City's anticipated work (OPR 2019-011). An amendment to the Master Agreement, increasing the amount payable to \$33.2 million, is necessary to cover on-going and anticipated additional utility relocation work.</p> <p>The master agreement calls for execution of Task Orders that outline specific work to be completed and associated cost. Task orders that are revenue to the City are approved administratively.</p>	
Executive Summary: <ul style="list-style-type: none"> <i>Construction of the NSC freeway impacts City utilities and infrastructure requiring relocation or protection of those facilities.</i> <i>WSDOT reimburses the City for utility relocation or protection costs.</i> <i>Master Agreement GCB 3086 covering WSDOT's reimbursement to the City for utility relocation costs was approved and executed in January of 2019 with a maximum funding amount of \$15.0 million.</i> <i>An amendment to the master agreement is necessary to increase the funding limit to \$33.2 million to cover on-going and anticipated future utility relocation work.</i> <i>Task Orders addressing specific projects are completed under the master agreement and approved administratively.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: 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:

GCB 3086 Master Amendment No. 1
Interlocal Agreement

This Amendment No. 1 is made and entered into between Washington State Department of Transportation, hereafter referred to as “WSDOT,” and the City of Spokane, hereinafter referred to as the “Local Agency;” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

1. The Parties entered into Master Agreement, GCB 3086, on January 31, 2019, which intended to serve as a framework or master overarching Agreement for a number of tasks WSDOT will request of the Local Agency as part of the North Spokane Corridor (NSC) Project.
2. The parties preliminarily estimated that the total cost of accomplishing the work herein to be Fifteen Million Dollars (\$15,000,000). Due to unforeseen conditions and inflation, this amount will fall short of the cost of what is needed to complete the Project.
3. The Parties desire to amend the Agreement in accordance with Section 11, to provide for additional funding and extending the end date to complete a number of tasks WSDOT will request of the Local Agency as part of the Project.

Now Therefore, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act; RCW 47.28.140; the above recitals; that are incorporated herein as if fully set forth below; and in consideration of the terms, conditions, and performances contained herein and the attached Exhibits, which are incorporated and made a part of this agreement.

IT IS MUTUALLY AGREED AS FOLLOWS:

Section 4.1 is revised to read:

The parties have preliminarily estimated that the total cost of accomplishing the work herein to be Thirty Million Dollars (\$33,200,000). In the event unforeseen conditions require an increase in the cost of a specific Task Assignment by Twenty Five percent (25%) or more, or a change in scope of the work to be accomplished in connection with a specific Task Assignment is required the Parties agree to amend the Task Assignment in writing to cover the increase or change.

1. The amount payable under the Agreement is hereby increased, to Thirty-Three Million Two Hundred Thousand Dollars (\$33,200,000)
2. The end date has been extended to 12/31/2029
3. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

Local Agency	Washington State Department of Transportation
By:	By:
Printed:	Printed: Mike Gribner, P.E.
Title:	Title: Regional Administrator
Date:	Date:



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	10/26/2021
Clerk's File #	OPR 2021-0803
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN DUVALL 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0470-BROOKE HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Philip & Agnes Brooke House, 519 W 18th Ave, on the Spokane Register of Historic Places.

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session\Other</u>	
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
<u>Additional Approvals</u>		lcamporeale@spokanecity.org	
<u>Purchasing</u>			

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Philip & Agnes Brooke House – 519 W 18th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090:** “Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation.”
 - Originally built in 1921; the Brooke House meets the age criteria for listing on the Spokane Register of Historic Places.
2. **SMC 17D.100.090:** The property must qualify under one or more categories for the Spokane Register (A, B, C, D).
 - The Brooke House meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - Architecturally significant, the Brooke House is eligible for listing on the Spokane Register of Historic Places under Category C as a fine example of the bungalow form embellished with vernacular French Colonial Cottage-style influence.
 - The bungalow form of the Brooke House is embellished with stylistic influences from 18th and 19th-century vernacular French Colonial cottages. These influences include a small single-story house with a low-pitched pavilion and/or pyramid roof and widely overhanging eaves; symmetrical façade design; modest overall size and scale; multi-paned casement windows; full-width front porch terrace; and center arched pediment with scroll-sawn brackets over the front door.
 - The Brooke House was designed by the firm of Westcott & Gifford Architects which were in practice from 1921 to 1924.
3. **SMC17D.100.090:** “The property must also possess integrity of location, design, materials, workmanship, and association.” *From NPS Bulletin 15: “Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity.”*
 - The Brooke House is remarkably well-preserved and is architecturally significant as a very good example of the Craftsman architectural style and the bungalow house form with vernacular French Colonial Cottage-style influence in Spokane.
4. **Once listed, this property will be eligible to apply for incentives, including:**
 - Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Philip & Agnes Brooke House according to the appropriate criteria at a public hearing on 11/17/21 and recommends that the Philip & Agnes Brooke House be listed on the Spokane Register of Historic Places under Category C.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*LOTS 3 AND 4, BLOCK 7, CANNON HILL PARK, AS PER PLAT RECORDED IN
VOLUME :L: OF PLATS, PAGE 44, RECORDS OF SPOKANE COUNTY; SITUATE IN
THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.*

*Parcel Number(s) 35301.2102, is governed by a Management Agreement between the City of Spokane and the
Owner(s), Gregory J & Lori J Arpin, of the subject property.*

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **November 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Gregory J & Lori J Arpin** (hereinafter "Owner(s)"), the owner of the property located at **519 West 18th Avenue** commonly known as the **Philip & Agnes Brooke House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. HISTORIC NAME

Historic Name **PHILIP & AGNES BROOKE HOUSE**
Common Name

2. LOCATION

Street & Number 519 West 18th Avenue
City, State, Zip Code Spokane, WA 99203
Parcel Number 35301.2102

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name Gregory & Lori Arpin
Street & Number 519 West 18th Avenue
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 509-868-9344 / mapletreefarm@msn.com

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

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

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than 1 acre.

Verbal Boundary Description

Cannon Hill Park Addition, Lots 3-4 Block 7.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

November 17, 2021

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: 10/20/21

Date of Landmarks Commission Hearing: 11/17/21

Landmarks Commission decision: Approved

Date of City Council hearing: _____

City Council Decision: _____

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

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

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Brooke House at 519 West 18th Avenue in 2020

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Constructed in 1921, the Philip & Agnes Brooke House is a well-preserved example of single-story cottage architecture inspired by the bungalow house form and the French Colonial style. Built on two adjoining lots, the Brooke House is located on Spokane's South Hill in the center of the Cannon Hill Park Addition, a historic residential neighborhood that surrounds an Olmsted-designed public park and greenspace. The Brooke House is distinguished with vernacular French Colonial Cottage design features found in its low-pitched pavilion roof, widely overhanging enclosed eaves, symmetrical façade, wood shingle cladding, and multi-paned French windows.¹ A strong focal point of the dwelling is the front entrance which is located in the center of the home's north façade and is capped by an arched pediment. The pediment is articulated with two returns from which two rectangular lanterns are suspended. Each return is supported by a decorative, scroll-sawn wood bracket. Built in 1922, a single-car garage/carport is

¹ Pyramidal and pavilion roofs are similar, and their meanings are oftentimes used interchangeably. By definition, a "pyramidal roof has four slopes terminating at a peak." In contrast, a pavilion roof has an upper termination that is "usually a ridge somewhat shorter than the length of the building." Harris, 2000.

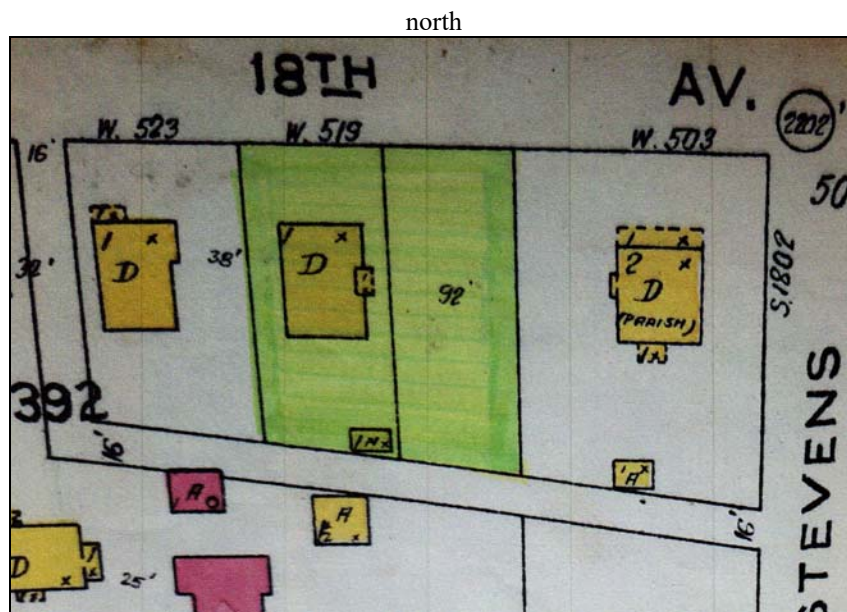
Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

located behind the house. Retaining good integrity in original location, design, materials, workmanship, and association, the Brooke House & Garage are eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

The Brooke House is located on Block 7, Lots 3-4 in the Cannon Hill Park Addition on Spokane's South Hill. The property's grade is nearly level with a slight downhill slope to the west. Lots 3 and 4 together have a width of 100 feet from east to west along West 18th Avenue, and are each 125 feet deep from north to south. The Brooke House is sited on Lot 4. Located next adjacent east is Lot 3, which supports the property's expansive, park-like manicured sideyard with a lawn and mature perimeter shrubs and trees. A paved public alley runs along the lots' southern border. The property is located a few hundred feet north of Cannon Hill Park, a public parkland and fresh-water duck pond. A community focal point, the park is a popular city attraction and is surrounded by well-maintained single-family historic homes built from the early 1900s to the 1950s.



Pictured on a 1953 Sanborn Fire Insurance Map, the Brooke House property—highlighted in green ink—is depicted as a one-story rectangular home with a small garage on Lot 4 while adjacent east Lot 3 is maintained as the home's sideyard with a manicured lawn.

House Exterior

The Brooke House property is addressed at 519 West 18th Avenue, and faces north along 18th Avenue. The footprint of the house depicts a rectangular shape, which measures 25 feet wide and 42 feet deep.² The home supports a single story at the first floor, a basement, and an attic. The first floor has 1,266 square feet of finished space, the

² City of Spokane Assessor Office. Spokane, WA.

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

basement has 1,217 square feet of finished space, and the attic is unfinished.³ The house is covered with a low-pitched, pavilion-style hipped roof with widely enclosed eaves. The roof is clad with composition shingles and supports one large chimney. Painted cedar wood shingles clad the house. Multi-paned French windows illuminate the home's living room, dining room, kitchen, and bedrooms. A concrete basement supports the dwelling. A covered patio is located at the south rear face of the house, and a single-car garage and attached carport border a paved public alley at the southern boundary of the property.

The *north façade* of the Brooke House is fronted by huge 100-year-old American Plane (Sycamore) trees in the parking strip in front of the house. A concrete public sidewalk is located between the parking strip and the home's manicured front yard. A narrow concrete walkway leads south from the public sidewalk through the home's front yard to two concrete steps that rise to a concrete front porch terrace. The terrace is 8 feet deep, extends across the north facade of the house, and is outlined with an original soldier course of red bricks. The Brooke House features a symmetrical façade design which highlights the home's low-pitched pavilion roof. Influenced by Colonial characteristics, a wood front door with four recessed panels is located in the center of the home's north façade, and is flanked on the east and west by original multi-paned French windows. A distinguished focal point of the house is an arched pediment that caps and protects the front entrance. The north façade is clad with white-painted cedar wood shingles that extend to the porch.



Looking southwest at the Brooke House in 2020.

³ Ibid.

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

Facing the property's adjacent sideyard located on Lot 3, the *east face* of the house features a continuation of the home's low-pitched pavilion roof with widely overhanging eaves and a composition roof. The east face of the house is clad with wood shingles, and the exposed basement foundation is made of concrete. A tapered red brick chimney is located at the north end of the home's east face. The chimney rises up the exterior wall and protrudes through the roof's overhanging eaves to a height higher than the pavilion roof's center ridge. South of the chimney, a 15-foot-wide box bay protrudes 3 feet from the east face of the house. A shed roof from the pavilion roof covers the box bay. The north and east faces of the bay support a wrap-around row of 6 fixed, multi-paned French windows while the narrow south face of the box bay supports a narrow multi-paned French door (exterior). A pair of small, original multi-paned casement windows that once illuminated an original breakfast nook are located between the box bay and the southeast rear corner of the house. A concrete patio and hot tub are located along the south half of the home's east face.



Looking northwest at the east elevation of the Brooke House in 2020.

The *west face* of the Brooke House faces a narrow sideyard with a manicured lawn, garden, trees, and shrubs. Six multi-paned casement windows and one small closet window open out from the west face of the house. The west slope of the low-pitched pavilion roof is covered in composition shingles and reveals a continuation of wide overhanging enclosed eaves. The home is clad with a continuation of white-painted wood shingles, the concrete basement foundation is raised due to a drop in grade, and five original multi-paned windows in the west concrete foundation wall illuminate a basement.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

The *south rear face* of the house features the south slope of the composition-shingled pavilion roof, enclosed overhanging eaves, white-painted wood shingle wall cladding, three multi-paned casement windows, one pedestrian door, and a raised concrete basement wall. The south basement wall supports two original multi-paned casement windows. A small triangular-shaped louvered attic vent is located in the center of the home's south pavilion roof slope. A covered patio is built on the east half of the home's south face. The patio is covered with a south-facing gable roof, which is supported by square wood posts. The patio roof's gable peak is clad with wood shingles that match the wood shingle cladding on the house.

House Interior

The front door at the home's north façade opens into a wide, spacious living room. The living room measures 26.6 feet wide from the east wall to the west wall, and 14 feet deep from the north wall to the south wall. A 7-foot-wide square opening in the living room's south interior wall opens to an expansive open dining room and kitchen along the east wall in the house. A door at the south end of the kitchen opens to an enclosed turned staircase that descends to the back exterior door, and continues to the basement.



A view of the living room in the Brooke House, looking east in 2020.

The ceiling on the first floor is 8 feet high, and is finished with paint. The hardwood floor in the living room and dining room is covered with original narrow one-and-one-half-inch-wide solid oak planks finished in a rich, dark golden hue. The floor in the kitchen and rear entrance staircase is covered in 12-inch-square ceramic tiles. Interior walls in the house are constructed with a combination of original lathe-and-plaster and modern sheetrock, and are finished with paint. Interior woodwork—all painted white—

includes floor and crown molding, window frames, and doors. Picture-rail molding accentuates the living room, dining room, and master bedroom. Interior doors throughout the house are original with two inset panels each and original crystal doorknobs.

The home's generous living room is distinguished with a Colonial-influenced east-wall center fireplace flanked by original built-in bookcases capped with original multi-paned casement windows. The fireplace has a center fire box with a white-painted brick surround, a red ceramic tile hearth, and a paneled wood mantel. The dining room features a wide view of the east sideyard through a row of fixed multi-paned French windows that line the room's east wall. Next south of the row of dining room windows is the kitchen. It is finished with built-in cupboards, cabinets, marble counters, sink, dishwasher, and a wide peninsula serving counter with a marble surface. A door in the southwest corner of the dining room opens to a center hall with a built-in linen closet and interior doors that open to bedrooms and a bathroom. A sliding pocket door opens to a bathroom on the south wall. A door in the southwest corner of the hall opens to bedroom/office, and a door in the northwest corner of the hall opens to the master bedroom on the west wall. The master bedroom is illuminated by a row of three multi-paned casement windows. The bedroom/office is lit by two multi-paned casement windows. A shared "Jack-and-Jill" closet is located between the two bedrooms. An oak hardwood floor is located in the hallway, two bedrooms, and the shared closet. Finished rooms in the basement include a recreation/play room, two bedrooms, and one bathroom. An unfinished furnace room/shop/storage room and laundry room complete the basement.

Garage

In 1922, one year after the house was constructed, a single-car garage was built for \$200 along the center of the property's south border.⁴ The garage measures 12 feet wide and 16 feet deep. Matching the Brooke House, the garage has a low-pitched pavilion roof, overhanging enclosed eaves, and is clad with white-painted wood shingles. A metal overhead garage door opens from the west facade of the garage. In 2002-2010, a carport covered with a pyramid roof supported by wood posts was built onto the west facade of the garage. A concrete driveway leads west from the garage and carport along a paved public alley at the property's south border. Conveying Colonial-style features and installed in 2020, a small square louvered cupola with a pyramid roof is attached to the top of the pavilion roof on the garage, and supports a black wrought iron weather vane.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Brooke House was built in 1921.⁵ A photograph taken at that time pictures two of the first residents of the property—Philip Brooke Sr. and his five-year-old son, Philip Brooke Jr., sitting on the home's front steps and porch terrace wall. The property's original façade cladding, windows, and front entrance appear in the 1921 photograph as they exist today one-hundred years later in 2021. The front porch, however, was modified when porch walls and porch step walls were removed in the 1980s. The 1921

⁴ *Spokane City Building Permit #16893*, 15 May 1922.

⁵ *Spokane City Building Permit #14809*, 11 August 1921.

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

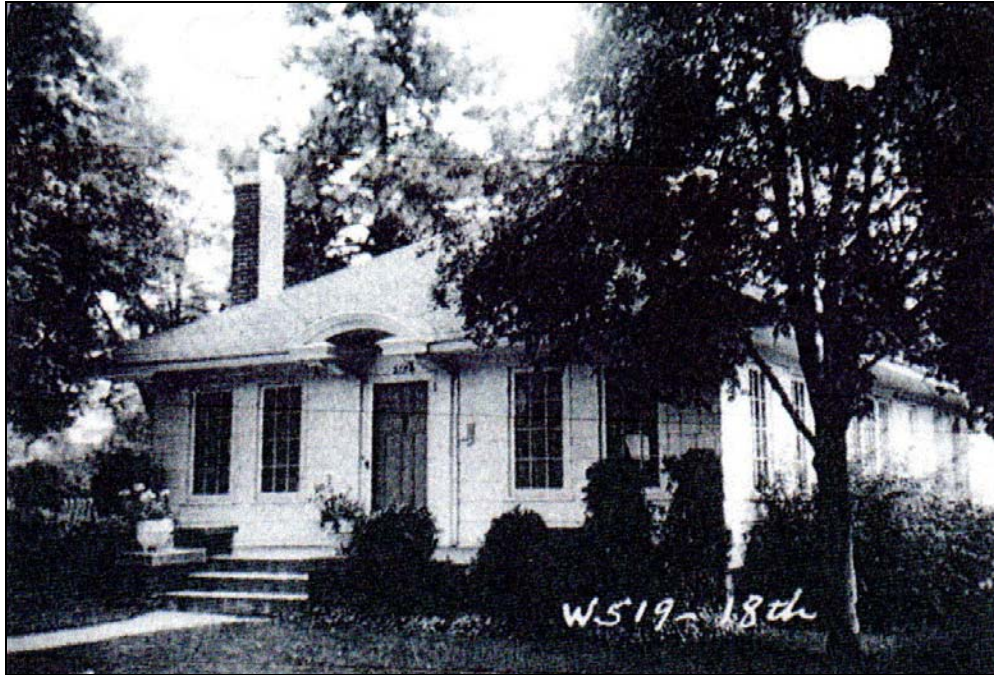
photograph also shows an unclear image of a geometric-inspired Craftsman-style lantern with sloped sides that appears to be hanging from the east return of the arched pediment over the front door. The lantern in the 1921 photograph was replaced between 1921 and 1959 by a contemporary rectangular lantern with a black wrought-iron frame and glazed panels (a matching duplicate replacement lantern was hung from the pediment's west return).



Philip Brooke Sr. and his son, Philip Brooke Jr., sitting on the front porch of the Brooke House in 1921.

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

Another photograph of the property was taken in 1959 by the Spokane County Assessor's Office, and reveals the original design for the facade terrace and front steps with an encircling brick and concrete porch walls and concrete caps. Black metal house numbers are pictured above the front entrance door, and reflect the property's street address of 519.



The north façade of the Brooke House is 1959.

Modifications to the property include:

1950-1998 As shown on a footprint drawing of the Brooke House in a *1953 Sanborn Fire Insurance Map* (see page 5 this document), the east wall of the home was originally built with a *recessed box bay* located south of the brick chimney. The recessed bay was 15 feet wide, 3 feet deep, and held a row of 6 French windows. A covered, recessed screened concrete sun porch was located in the recessed box bay. In the 1950s-1960s, the 3-4-foot-deep sun porch was remodeled for use as a “TV room” when the porch was enclosed and the dining room’s window wall was removed and rebuilt as a solid interior wall.⁶ An interior door and a window were installed in the wall between the dining room and the TV room. The separate dining room and TV room were covered with wall-to-wall carpet. In the 1960s, a small “bump-out space” was added to the east wall of the garage to accommodate a longer automobile. The original brick-and-concrete front porch wall and the two brick-and-concrete porch walls on either side of the porch steps were removed in the 1980s. During the 1960s-1980s, the unfinished basement was partially finished with two bedrooms and a bathroom.

⁶ Debbie Williams Hyslop oral interview, October 2021.

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2002-2010 The wall between the dining room and TV room was removed, and the existing east exterior wall was extended outward to the east, producing a *projecting box bay*. The new projecting bay measured 14 feet wide and 3 feet deep. To cover the projecting box bay, a shed roof was built from the east slope of the pavilion roof. A wrap-around row of 6 multi-paned French windows were built on the exterior east wall. An exterior multi-paned French door was installed on the narrow south face of the box bay. The original interior walls between the dining room and the breakfast nook, and the nook and the kitchen were removed, forming one large open area along the east wall in the southeast quadrant of the house. The walls and ceiling were finished with painted sheetrock. The southeast half of the open area was finished as a kitchen with built-in casework, marble counters, and a sink. The kitchen floor and the stairs to the back door at the south wall of the house were resurfaced with ceramic tile. The northeast half of the room was finished as an expansive dining room open to the kitchen. The floor was covered with oak hardwood planks that matched the floor in the living room. Living room fireplace bricks and mantel as well as ceiling, wall, and woodwork surfaces were repainted. An original interior door between the master bedroom and living room was removed, and the wall was finished with painted sheetrock. The interior hall, bathroom, and two bedrooms were repainted. The bathroom was re-tiled. The original casement windows in the two bedrooms were replaced with new multi-paned double-glazed screened casement windows. The concrete patio at the rear of the house was covered with a gable roof that was covered with composition shingles to match the shingles on the home's pavilion roof. Square wood posts were built to support the patio roof, and were painted white. A covered carport with a pavilion roof that matches the house and garage was built on the west façade of the garage. The carport roof is supported by square wood posts and diagonal wood braces.



Looking northeast from the kitchen into the dining room in 2020.

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Looking south from the dining room into the kitchen in 2020.



Looking southeast into the kitchen in 2020.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1921-1924</i>
<i>Built Date</i>	<i>1921</i>
<i>Architect</i>	<i>Westcott & Gifford, Architects</i>

SUMMARY STATEMENT

The Brooke House was built in 1921 for Agnes Brooke and her husband, Philip Slaughter Brooke, a full partner for seven decades in one of Spokane's largest law practices—Paine, Hamblen, Coffin, Brooke and Miller. Architecturally significant, the Brooke House is eligible for listing on the Spokane Register of Historic Places under Category C as a fine example of the bungalow form embellished with vernacular French Colonial Cottage-style influence. The home was designed by Spokane architects Frederick Westcott and Howard Gifford. The property's period of significance begins with its built date in 1921 through 1924 when it was sold.

HISTORIC CONTEXT

Cannon Hill Park and the Cannon Hill Park Addition

Prior to 1887, an undeveloped, irregularly shaped area on Spokane's South Hill was bordered by roughly West 18th to 29th Avenues and South Bernard to Lincoln/Wall Streets. The acreage was characterized by a wide, gentle northward-facing slope that surrounded a natural wetland and clay-lined drainage swale. Rocky basalt outcroppings, evergreen and deciduous trees, and wild grasses dotted the area. The wetland and clay deposits proved beneficial to quarryman J. T. Davis who, in 1887, developed the area as one of Spokane's first brickyards.⁷ The brickyard was later associated with the Washington Brick, Lime & Sewer Pipe Company, which made large quantities of bricks used in the construction of homes and commercial buildings throughout Spokane and vicinity. Twenty years later in 1907, the clay deposits were exhausted and the brickyard was demolished.

Occurring about the same time in 1907, the nationally renowned Olmsted Brothers Landscape Architecture firm from Brookline, Massachusetts arrived in Spokane at the invitation of the Spokane Park Board. The firm proposed a comprehensive park plan for the entire city that included a 15-acre park at the abandoned brickyard site. The Olmsted's father was famous for his park designs of New York's Central Park and Boston's "Emerald Necklace" park system, likewise, the Olmsted Brothers espoused ideals that linked clean, fresh air to renewed, invigorated health. They promoted city parks as "one of the best means" of drawing urban residents out of doors, and argued that parks were aesthetically necessary to cities—a way to "provide and preserve landscape for the enjoyment of [all] people."⁸

The Olmsted's design for Cannon Hill Park (originally called Adams Park in honor of U.S. President John Quincy Adams) was adopted, and construction commenced in 1908.

⁷ *Spokesman-Review*, 1988

⁸ *Olmsted Brothers Landscape Architects*, 1907-1913.

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The small, low-lying wetland at the park site was restored with two connected, shallow ponds surrounded by manicured lawn, indigenous plantings, and gracefully arched pedestrian bridges made of native basalt rock. With aesthetic appeal and close proximity to Spokane's downtown central business district (1.5 miles), Cannon Hill Park, with its beautiful lawns, ponds, and bridges, became the anchor and catalyst for much of the design, development, and subsequent successful settlement of the Cannon Hill Park neighborhood.

Seizing their chance for speculative success, the Arthur D. Jones Company, a prominent Spokane real estate development firm, purchased an irregularly-shaped area of undeveloped land around Cannon Hill Park from roughly West Eighteenth Avenue to Twenty-Ninth Avenue, and from South Wall/Lincoln Streets to Bernard Street. The area was platted with 50-foot wide lots throughout a blend of curvilinear, diagonal, and straight streets, and was called the Cannon Hill Park Addition.

Beginning in 1909, the Arthur D. Jones Company (doing business in the vicinity as the Cannon Hill Park Company) expended more than a quarter of a million dollars for much-needed infrastructure in order to develop the area and entice prospective buyers.⁹ A large anticipatory advertisement in the *Spokesman-Review* appeared on April 4, 1909, listing many planned amenities for the new Cannon Hill Park neighborhood:

CANNON HILL PARK [ADDITION]

*Street grade, cement sidewalk, wide parking, cement curb, steel water
mains and sewer furnished for every lot.*

Uniform shade trees planted in the street parking throughout the addition.

*14 acres of park with large lake to be developed under the direction of
Olmsted Brothers of Boston.*

100-foot boulevard (21st Avenue) through the center of the addition.

A distinctly high-grade residence district.

*Building restrictions to prohibit the erection of dwellings
costing less than \$3,000 to \$4,000,*

and to prohibit the construction of stores or apartments in the neighborhood.

Every house must sit back 30 feet from the street.¹⁰

The 1909 newspaper article further announced that the Cannon Hill Park Addition was “yet in a raw state but contracts for improvements are now being let.”¹¹

A few years later, the company's commitment to advertising and the implementation of necessary infrastructure paid off. Lot sales and construction of homes were steady if not robust. A 1912 newspaper article reported that “what was only a big tract of undeveloped woodland only three years ago...has been developed...[around] Cannon Hill Park” and is “one of the prettiest and most picturesque residence sections of the city, with already

⁹ *Spokesman-Review*, March 1911.

¹⁰ *Spokesman-Review*, April 1909.

¹¹ *Ibid.*

more than five miles of paved streets, a 15-acre park, and a parkway boulevard that cuts through the center of the addition connecting the two [public street] car lines.” At that time, 60 substantial modern residences had been built around Cannon Hill Park in the Cannon Hill Park Addition, and many more house plans to be built in the neighborhood were in preparation.¹²

By the 1950s, nearly all of the planned residential construction in the Cannon Hill Park Addition was complete. Over eight miles of shade trees had been planted between sidewalks and streets, around the park, and along the boulevard that divides the center of West 21st Avenue (called West 21st Avenue Parkway).¹³ Single-family homes were built according to architectural guidelines stated in the above-referenced 1909 *Spokesman-Review* newspaper article. The 1909 guidelines mandated that each dwelling cost at least \$3,000-\$4,000 or more, prohibited the construction of stores or apartments, and specified that every house must sit back at least 30 feet from the street.¹⁴

St. Augustine Church & School

In 1915, a church and school were built in the neighborhood between 18th and 19th Avenues along the east side of Stevens Street just east of the Brooke House. It was called St. Augustine Catholic Parish & School, and serves the southwest quadrant of Spokane’s South Hill. The school was developed in the south portion of the building while the church was located in the north portion of the building. Located across the street from the church/school was a large 2-story, single-family house built in 1910. It was converted for use as the church’s first convent, and was home for many years to a number of nuns. In the 1950s, the house was razed, the site was leveled and finished with manicured lawn, and is used today as the school’s grassy playfield. By the 1950s-1960s, a new St. Augustine convent, church, rectory, gymnasium, and enlarged school were built east on the hill above the original church/school. A bell rang from the new church tower each noon and evening, and continues today to be heard throughout the Cannon Hill Park neighborhood.

Cannon Hill Park and the surrounding neighborhood were regarded then and now as one of the most desirable residential areas in Spokane. In 1990, more than 80 years after development of the Cannon Hill Park Addition began, a Spokane real estate agent described the Cannon Hill Park neighborhood and its visual beauty and easy livability:

*People who buy here have traditional values; they like the vintage charm.
They like living in a neighborhood where all the houses are unique.
They are really excited about living in an area with so much visual beauty...
There’s a real community feeling among the people.*¹⁵

¹² *Spokesman-Review*, March 1912.

¹³ *Spokesman-Review*, August 1909.

¹⁴ *Spokesman-Review*, April 1909.

¹⁵ *Spokesman-Review*, March 1990.

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Today in 2021, Cannon Hill Park and the Cannon Hill Park Addition continue to offer manicured parkland with a natural pond that is surrounded by well-kept homes characterized by a kaleidoscope of historic styles. After more than a century, the area remains as one of the most intact residential neighborhoods in Spokane.

Philip Slaughter Brooke (1892-1991)

In 1921, Philip & Agnes Brooke purchased Lots 3 & 4 on Block 7 in the Cannon Hill Park Addition at 519 West 18th Avenue, a few hundred feet north of Cannon Hill Park and west of St. Augustine Parish & School (now called Cataldo School). They commissioned a single-story home built on Lot 4, and landscaped the adjacent next east Lot 3 as a manicured park-like sideyard. Spokane Building Permit #14809 reported the cost of the house was \$5,500.¹⁶ A single-car garage was built the following year in 1922 behind the house along an alley at the southern boundary of the property. The cost of the garage was reported at \$200.¹⁷

Philip Slaughter Brooke was born August 30, 1892, in Sprague, Washington, a small agricultural town about 45 miles west of Spokane. When he was four years old, Brooke relocated with his family to Spokane where he attended public grade school followed by Lewis & Clark High School. After graduation, Brooke studied law at Stanford University in California, graduated in 1916, and returned to Spokane in 1917. He joined the Spokane law practice of Hamblen & Gilbert, and in 1921, became a full partner of the firm the same year the Brooke House was erected. Brooke's legal career spanned a total of 71 consecutive years, and was at that time exclaimed to be "longer" than that of "any other lawyer in the State of Washington."¹⁸ Dedicated attorney Brooke helped grow the firm into Paine, Hamblen, Coffin, Brooke & Miller, "one of Spokane's largest."¹⁹ A *Spokane Daily Chronicle* newspaper article announced that "at one point in the firm's history, three generations of Brookes worked there—Philip S. Brooke Sr., Philip S. Brooke Jr., and Philip S. Brooke III" (father, son and grandson).²⁰

In addition to a thriving law practice, Brooke made time to serve on the board of trustees at St. Luke's Memorial Hospital, and was chancellor (legal advisor to the bishop) of the Episcopal Church Diocese (St. John's Cathedral). He served for a time as president of the Community Welfare Federation (a precursor of the United Way), president of the Kiwanis Club, a board member of the Washington Children's Home Society, president of the Spokane Bar Association for the 5th Congressional District, a member of the Board of Governors of the Washington State Bar Association, and a charter member of the Manito Golf & Country Club. After seven decades as a full partner of Paine, Hamblen, Coffin, Brooke and Miller, attorney Philip Slaughter Brooke died at age 99 on December 7, 1991—just two years after he retired.

¹⁶ Spokane Building Permit #14809, August 11, 1921.

¹⁷ Spokane Building Permit #16893, May 15, 1922.

¹⁸ *Spokesman-Review*, 1989.

¹⁹ *Spokane Daily Chronicle*, 1991.

²⁰ *Ibid.*

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Agnes M. Brooke (1894-1978)

From Valparaiso, Indiana, Agnes M. Brooke relocated with her parents to Spokane when she was a child, attended grade school and Lewis & Clark High School in Spokane. She enrolled as a student at the University of Oregon and later married Philip S. Brooke in 1917. They had one daughter, Barbara Brooke Baker, and two sons, Robert E. Brooke and Philip S. Brooke Jr. The Brooke's two sons—Robert and Philip—were strongly influenced by their father, and became practicing lawyers, Robert in Seattle and Philip Jr. in Spokane. Agnes Brooke was active and busy in Spokane. She raised a family, was a life-time member of St. John's Episcopal Cathedral, and supported her husband and his legal career through an auxiliary to the Spokane Bar Association. In addition, she taught school in the Spokane Valley, and was a member of the Idaho Service Club, Kappa Tau Study Club, and the St. Nicholas Guild of St. John's Episcopal Cathedral. At age 84, Agnes Brooke died on July 13, 1978.

Subsequent Homeowners

In 1925, Spokane attorney Orville Duell and his wife, Juliette Duell, purchased the Brooke House. Orville Duell and his business partner, Henderson Boyles, owned and operated Duell & Boyles Attorneys at Law in Suite 1010 in the Paulsen Building on West Riverside Avenue in downtown Spokane. Later, Orville Duell partnered with his son, Howard Duell, in their law firm Duell & Duell.

In 1950, the Duells sold the property to Theodore Knoble Williams and his wife, Virginia Williams. Theodore Knoble Williams worked as an accountant and supervisor at Kaiser Aluminum & Chemical Company in the Spokane Valley. While they raised their son Brian Williams, and daughter Debbie Williams Hyslop, the Williams remodeled different areas of the house, including the basement, dining room, sun porch, and garage.

In 1998, Benjamin & Stephanie Luety purchased the property for \$165,500. They sold the house a few years later in 2002 to Paul & Marla Oleniacz for \$167,500. The Oleniacz's were responsible for enlarging and remodeling the kitchen and dining room, installing a hardwood floor in the dining room and a ceramic tile floor in the kitchen, repainting the interior of the house, constructing a carport, and building a porch roof over the patio at the rear of the property.

In 2011, Dr. Ryan Wilson, a Spokane dentist, and his wife, Lisa Williams, bought the historic Brooke House for \$325,000. They remodeled the basement play room, repainted the home's interior at the first floor, and installed a hot tub at the east side of the house.

In 2018, Greg & Lori Arpin bought the property for \$530,000. Lori worked as an elementary school teacher at Cataldo Catholic School at St. Augustine Church for 20 years. Greg began his work as an attorney for the U.S. military's Army Staff Judge Advocates. After military service, Greg became a partner in the Spokane law firm Layman, Loft, Arpin & White. In the 1990s, he partnered with Spokane attorney Roger Chase and was affiliated with the Chase, Hayes & Kalamon law practice. In 1999, he joined Spokane's Paine, Hamblen, Coffin, Brooke & Miller Attorneys at Law—the same

practice in which Philip Brooke along with his son and grandson worked. In 2004, the name of the law firm was shortened to Paine Hamblen.

ARCHITECTURAL SIGNIFICANCE

Category C

The Bungalow Form & Vernacular French Colonial Cottage Architecture

The Philip & Agnes Brooke House is architecturally significant as a one-story bungalow house form distinguished with vernacular French Colonial Cottage-style influence. As explained by Jan Cigliano in her 1998 book, *“Bungalow: American Restoration Style,”* American families in the 1910s and 1920s embraced new beginnings with the affordable bungalow house form, stylistic elements from historic periods, renewed pleasure in public parks and the outdoors, and respect for environmental conservation.²¹ She described a “bungalow” as a “form of house, a type of structure designed in a number of architectural styles,” and further explained that “style” by contrast, is a “particular period and genre of design.”²²

The bungalow...offers a wonderfully attractive house genre for pleasant living: it is manageable in size, comfortably scaled, spacious and open in plan, relatively affordable to buy and maintain, and restful to the eye. Walking into a vintage bungalow of the 1910s or 1920s produces an immediate sense of ease because of the size, scale, and simplicity of the space.

*The bungalow house type is a single-family residence, one- or one-and-a-half stories high, and designed in elevation, plan and roofline to achieve a horizontal and rectangular emphasis. The second floor, a modest space of one or two rooms or attic storage, is contained below the gable or hipped roof area.*²³

The bungalow form of the Brooke House is embellished with stylistic influences from 18th and 19th-century vernacular French Colonial cottages. These influences include a small single-story house with a low-pitched pavilion and/or pyramid roof and widely overhanging eaves. Low-pitched pavilion and pyramidal roofs were popular in the Southern United States and may have first been built by French descendants in the Gulf Coast region of Louisiana and Mississippi.²⁴

Other stylistic characteristics found on vernacular French Colonial cottages include symmetrical façade designs, wood shingle wall cladding (usually painted white), full or partial front porches—either covered or uncovered, and multi-paned French doors and windows.²⁵ Many homes were protected from wind and rain storms with louvered wood

²¹ Cigliano, 1998.

²² Ibid.

²³ Ibid.

²⁴ McAlester, 1989.

²⁵ French doors and French windows were designed in the 1700s-1900s to allow for maximum cross-ventilation and light dispersal. They are tall and narrow, extend towards the floor, and are usually multi-paned. Harris, 2000.

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shutters over windows and doors. Flower boxes located on the front porch or porch walls were common.

The Brooke House

A few years after they married, Philip & Agnes Brooke commissioned a home constructed for them in the Cannon Hill Park Addition on Spokane's popular South Hill. An anticipatory article in the August 13, 1921 edition of the *Spokesman-Review* newspaper announced the upcoming construction of their house:

*BUILD HOUSE TO COST \$5,500
PHILIP S. BROOKE TO ERECT HOME ON EIGHTEENTH AVENUE
Phillip S. Brooke, attorney with the Hamblen & Glibert firm,
has taken out a building permit for a six-room
California bungalow at West 519 Eighteenth Avenue
to cost \$5,500.*

*The plans call for hardwood floors throughout, fireplace, sunroom, breakfast nook
and full cement basement with fruit and fuel rooms, laundry and one finished room. The
exterior will be of California colonial bungalow design.*

*It will have casement windows throughout, French doors opening onto a side porch,
colonial entrance with a brick terrace, and a garage.
Westcott & Gifford are the architects.²⁶*

As described in the above-referenced newspaper article, the house was built and the property's adjacent-east Lot 3 was landscaped and finished as a park-like sideyard—the only residential property along West 18th Avenue from Lincoln Street to Stevens Street to feature a lot-sized manicured sideyard. All of the residences built around the Brooke House are single-family homes sited on private lots, usually 50 feet wide and 125 feet deep. The majority of dwellings are medium sized with 1,000 to 1,500 square feet of interior space on the first floor, and more than half of the homes are bungalow house forms embellished in the Craftsman style. The Brooke House stands out as a bungalow embellished in influences from the vernacular French Colonial Cottage style.

The Brooke House is well-represented by the following architectural elements and stylistic characteristics:

- A bungalow built during the house form's popular time period of 1905-1929
- Stylistic influence from French Colonial Cottage architecture
- Symmetrical facade design
- Modest overall size and scale
- One-story in height
- Rectangular shape
- Low-pitched pavilion roof
- Widely overhanging roof eaves
- Center arched pediment over front door at façade

²⁶ *Spokesman-Review*, August 13, 1921.

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- Pediment returns supported by scroll-sawn brackets
- Full-width façade porch terrace
- Multi-paned original “French windows” installed as casement and/or fixed units
- Painted cedar wood shingle exterior siding
- Open floor plan with expansive living room, dining room, and kitchen

The “Betsy Ross”

Apparently the 1921 design for the Brooke House was a favorite after it was built in Spokane. Five years later in 1926, a very similar house plan was published in a *Sears, Roebuck Catalog of Houses*.²⁷ The catalog house plan was called the “Betsy Ross.”²⁸ The sales price was \$1,654 for an “already cut and fitted” prefabricated house with plans and materials included for completion. The design for the Betsy Ross plan and pre-fab house offered a small bungalow with vernacular French Colonial Cottage embellishment similar to the Brooke House, including a low-pitched pavilion roof with widely overhanging eaves, a symmetrical façade with a center front door flanked by multi-paned “French Windows,” a brick/concrete terrace, and an “entrance hood” (gabled pediment) over the front door. The interior floor plan of the Betsy Ross was similar to that of the Brooke House, and included a living room, dining room, kitchen, and two bedrooms.²⁹



“The Betsy Ross” house plan as illustrated in the 1926 Sears, Roebuck Catalog of Houses.



The Brooke House in 2020, looking southwest.

²⁷ 1926 *Sears, Roebuck Catalog of Houses*.

²⁸ *Ibid*, page 97.

²⁹ *Ibid*, page 97.

Howard L. Gifford, Architect

In 1921, Spokane architects Frederick Westcott and Howard Gifford formed a business partnership and designed the Brooke House. Little is known about architect Howard L. Gifford.³⁰ He began working as a draftsman for Spokane architect C. Harvey Smith from 1910 through 1915. From 1916 through 1920, he was employed as an architect by master Spokane architect Archibald Rigg. In 1921, architect Gifford partnered with Frederick Westcott to form Westcott & Gifford Architects. They leased offices in Suite 607 in the Spokane Savings & Loan Building on West Riverside Avenue in Spokane's downtown central business district. Together, they produced plans for the Brooke House (1921), the Hartline School (1922), an annex to Hillyard High School (1922), and alterations to the Ritz Theatre on Spokane's downtown West Main Avenue (1924). By the close of 1924, Gifford had relocated to Portland, Oregon where he worked as a draftsman for the architectural firm of Houghtaling & Dugan.³¹ When Houghtaling & Dugan disbanded in 1925, Gifford remained working with Houghtaling. By 1932, Gifford departed Houghtaling and established his own practice. The following year, he joined the United States Forest Service in Portland. While working for the Forest Service, Gifford designed Portland's Laurelhurst Manor in 1941. Listed on the National Register of Historic Places, Laurelhurst Manor remains Gifford's only known extant work outside of the Forest Service. Howard Gifford died in 1945.

Frederick E. Westcott, Architect

As noted in his 1946 obituary in the *Spokane Daily Chronicle*, Fred Westcott was regarded as "one of Spokane's best known architects."³² He was born in 1888 to Joseph & Cassius Westcott. He lived at 1726 West Clarke Avenue in Peaceful Valley with his family, including his older brother, Clyde Westcott, who worked as a "draftsman" for Galbraith & Jones, two prominent Spokane architects. In 1904, Clyde was employed as a draftsman for Albert Held, another prominent Spokane architect, and Fred was listed as a "student." By 1906, both Westcott boys, Clyde and Fred, were listed in the city directory as architects for the prestigious Spokane architectural firm, Cutter & Malmgren. Three years later, Fred and Clyde Westcott worked for master architect Albert Held, and in 1912, Fred Westcott partnered with noted Spokane architect, W. W. Hyslop, forming the architectural firm, Hyslop & Westcott. The two men practiced together for five years until Hyslop's death in 1917. Working alone most of the time after Hyslop's death, Fred Westcott partnered for three short years from 1921-24 with Howard Gifford (see preceding paragraph).

During his career Westcott leased various offices in downtown Spokane, including suites in the Hyde Block, Rookery Block, Spokane Savings & Loan Building, and the Hutton Block. After his early years in Peaceful Valley, he lived in a house with his mother at 315 W. Maxwell Avenue. From 1909 to 1930, Fred, his wife, Grace Westcott, and his

³⁰ *Washington State Department of Archeology & Historic Preservation*, Olympia, WA. Michael Houser, State Architect.

³¹ Howard Gifford may have met Chester Houghtaling in 1906-1908 when Houghtaling was employed by Cutter & Malmgren, one of Spokane's well-known historic architectural firms.

³² *Spokane Daily Chronicle*, April 1946.

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mother all lived together in a home Fred may have designed at 2146 East 8th Avenue. In 1931, Fred Westcott's health failed and he gave up his downtown architectural practice. He and his family moved into an apartment house at 212 E. 23rd Avenue and, due to his ill health, Fred "practiced his profession only part time" from the confines of the apartment.³³ In 1942, Fred and Grace Westcott relocated to the Mayfair Apartments, 726 West 6th Avenue. By 1944, Fred's health seemed to have improved as he was listed once again in city directories as a professional architect with an office in the Hutton Block in downtown Spokane. His respite was short-lived; two years later in 1946, Fred Westcott died.

Fred Westcott's career, especially when he was a partner with W. W. Hyslop, was prolific. He and Hyslop were responsible for the designs of many commercial buildings and hundreds of homes that were built throughout the Spokane area. Hyslop & Westcott also produced a professional magazine called *The Inland Empire Architect* for two years from 1911 through 1912. The architectural periodical featured homes and commercial buildings designed by Hyslop and Westcott individually as well as by the architectural firm, and contained articles on architectural styles and trends, construction materials and practices, and advertisements for local construction trade suppliers. Perhaps two of the most prestigious homes they designed as a team were the Frank & Mary Gibbs House, 831 E. Rockwood Boulevard, and the George Odell House, 508 E. Rockwood Boulevard. The large, rambling Gibbs House was designed as a \$60,000 "spec house" and resembled a British baronial Tudor estate. The Odell House, with a formal full-height circular pediment, is one of the finest examples of the Neoclassical style in Spokane.

Westcott's obituary reported that "Mr. Westcott designed some of the well known buildings in Spokane, Portland and other Coast cities." These included the Washington Trust Building [801 W. Riverside Avenue] and the Moose Temple [921 W. Sprague Avenue] in Spokane. He also designed Hillyard High School (1922), Whitehead's Dancing Palace (1919), the Old Garden Dance Hall (1919), the Ritz Theatre (1924), and the high school at Hartline (1922).³⁴ Westcott designed many homes, including the Codd House (1916), the Ratz House (1925), and the Senator Dill House (1940). He was praised in his 1946 obituary as "one of Spokane's best-known architects."³⁵

³³ Ibid.

³⁴ Ibid.

³⁵ *Spokane Daily Chronicle*, April 1946.

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- "Spokane's First National Bank—George S. Brooke, Founder, 1882." *Spokesman-Review*, 26 December 1982
- "Spokane's First National Bank Centennial." *Spokane Daily Chronicle*, 6 May 1984
- "600,000 in New Homes in Cannon Hill Park Addition." *Spokesman-Review*, 24 March 1912

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 1—north façade of house in 2020, looking south.



Photo 2—north façade of house in 2020, looking south.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 3—north façade and west side of house in 2020.



Photo 4—northeast façade of house in 2021, looking southwest.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 5—east side of house in 2020, looking west.



Photo 6—east face of house in 2020, looking west.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 7—east face of house and side yard in 2020, looking north.



Photo 8—patio along east face of house in 2020, looking south.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 9—east side yard in 2020, looking south.



Photo 10—south rear face and covered patio in 2020, looking northeast.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 11—west side of house in 2020, looking north.



Photo 12—backyard in 2020, looking southwest at garage and carport.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 13—north side of garage in 2020, looking south.



Photo 14—west face of garage door in 2020, looking east.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo15—west entrance to carport at back of house, looking northeast in 2020.



Photo 16—living room on first floor in 2020, looking east.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 17—living room on first floor in 2020, looking west.



Photo 18—looking south from living room into dining room and kitchen in 2020.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 19—dining room and kitchen on first floor in 2020, looking south.



Photo 20—dining room on first floor, looking northeast in 2020.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 21—kitchen on first floor, looking southwest in 2020.



Photo 22—built-in linen closet on east wall in hallway on first floor in 2020.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 23—southwest bedroom used as an office in 2020, looking south.



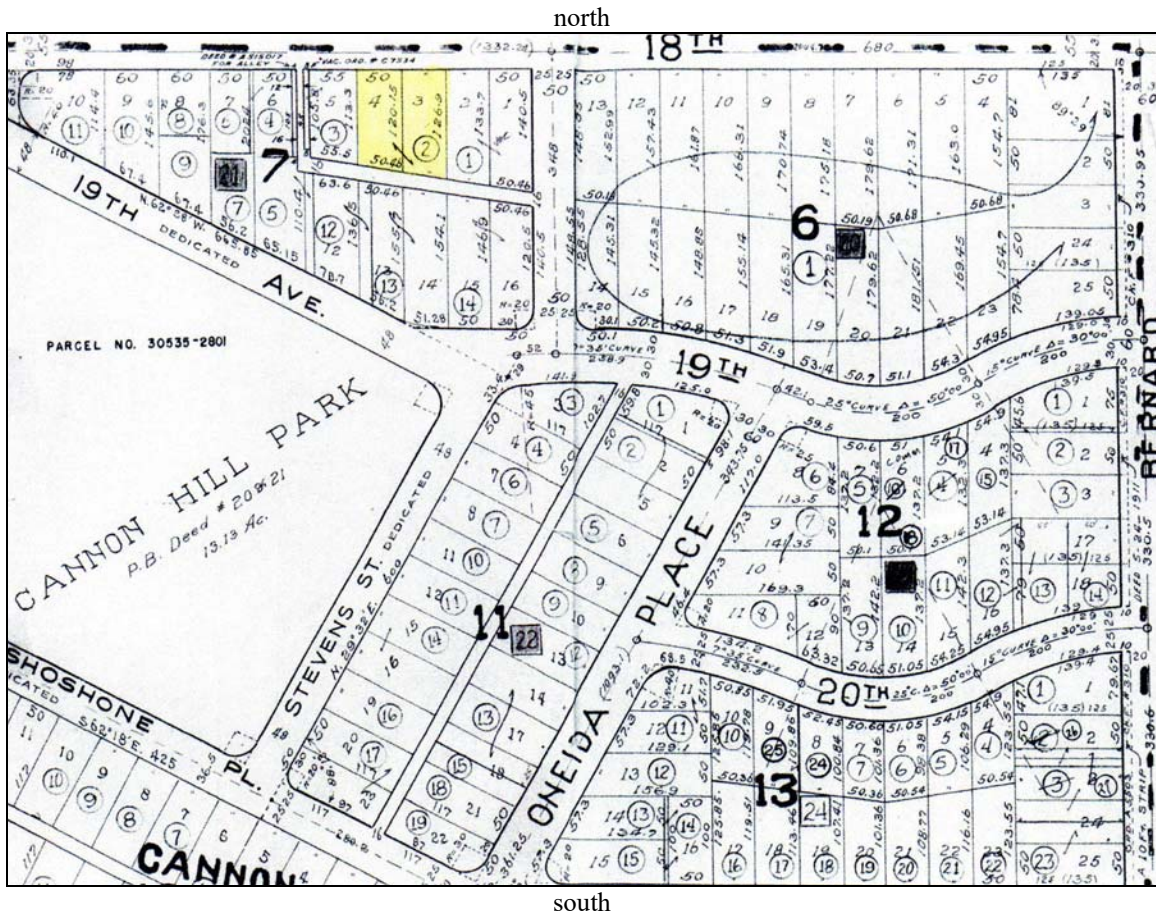
Photo 24—northwest bedroom in 2020.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Photo 25—bathroom on first-floor in 2020, looking south.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

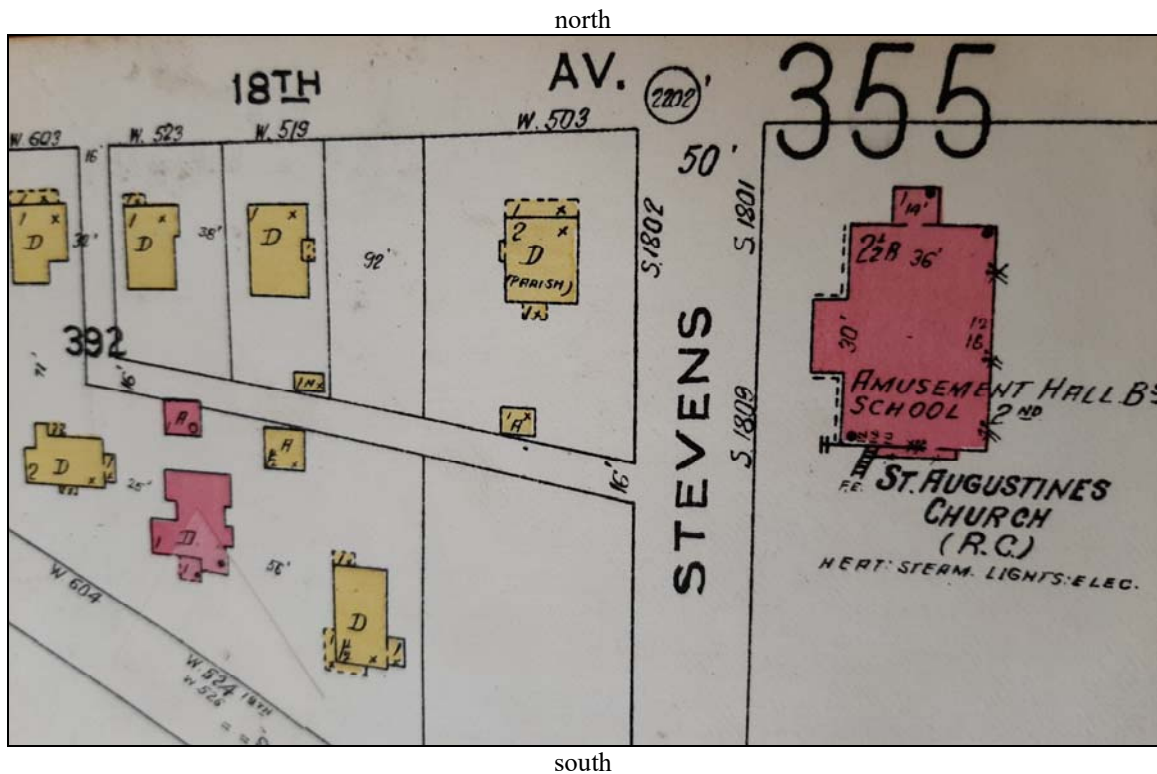


The property at 519 West 18th Avenue is highlighted in yellow ink.

SPOKANE PLAT MAP
Cannon Hill Park Addition, Block 7, Lots 3-4

Source: Spokane County Assessor

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



1953 Sanborn Fire Insurance Map

519 West 18th Avenue
Spokane, WA

A footprint of the Brooke House is pictured on Lot 4 at 519 West 18th Avenue. Adjoining next east Lot 3 was used as the home's side yard and greenspace. Notice the original recessed sun porch on the east wall of the house.

Pictured on the map, the two-story home next east of the Brooke House property was addressed at 508 W. 18th Avenue, and was a single-family home built in 1910 that was used as a convent by St. Augustine Church.

The house was razed shortly after 1953.

The property was graded and finished with a manicured lawn/playfield for Cataldo Catholic School (part of St. Augustine Catholic Church).

Source: Spokane County Tax Assessor records, Spokane, WA.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

DEPARTMENT OF PUBLIC WORKS					
BUILDING DIVISION					
Permit No.	14809				
Number	W 519	Street	Eighteenth Ave	8-11	19 21
Owner	Philip S Brooke		Address	S 1325 Adams	
Builder			Address		
Architect			Address		
Class of Building	H	Class of Work	New	Purposes	Res Value \$ 5,500.
Permit Expires			19	Extended to	19
Inspected by (Initials and Date)					
Final Inspection			19	Rating	

BUILD HOUSE TO COST \$5500

Phillip S. Brooke to Erect Home on Eighteenth Avenue.

Phillip S. Brooke, attorney with the Hamblen & Gilbert firm, has taken out a building permit for a six-room California bungalow at W519 Eighteenth avenue to cost \$5500.

The plans call for hardwood floors throughout, fireplace, sunroom, breakfast nook and full cement basement with fruit and fuel rooms, laundry and one finished room. The exterior will be of California colonial bungalow design. It will have casement windows throughout, French doors opening onto a side porch, colonial entrance with brick terrace and there will be a garage. Westcott & Gifford are the architects.


City of Spokane Building Permits, Spokane Public Record #14809, 11 August 1921
Spokesman-Review Newspaper, 13 August 1921

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



Philip Brooke Sr. with his son, Philip Brooke Jr., on the front porch of the Brooke House in 1921.

100 YEARS OF STABILITY



YOU CAN BANK ON IT!


100 Years Ago, George S. Brooke founded First National Bank when this area was still the Washington territory. And the policy he established then is still priority today — absolute security of customers' funds and special attention to personalized service.

With these policies, First National survived the bank panic of 1895, devastating fires, even the great depression and continued to come through when other banks came and went.

100 Years Later, a Tradition Continues.

In 1906, Phillip Brooke Sr. opened his account at First National. In fact today, three generations of Brookes are still banking with us and young Jimmy Brooke will make the fourth. That's because over the years, First National continues to give our customers the personalized attention they find missing at other banks. With 100 years of prosperity and loyal customers, it's no wonder why generation after generation of families and businesses continue to bank at First National.

And if you still need more reasons to bank with us, just ask our customers. They have a century of stability to bank on!



Philip Brooke, Sr., Jimmy Brooke, Philip Brooke III, Philip Brooke, Jr.

100 YEARS OF SERVICE 1882-1982

Spokane's
First National Bank
First in Spokane since 1882.

Sprague & University • Stevens & Riverside • 3rd & Stevens



It Runs In the Family *Chr 11-3-75*

There can't be many law firms in the United States with three generations of a single family in active practice. Spokane now has one, Philip S. Brooke III having been admitted to the bar last month and joined his father and grandfather in one of Spokane's best known firms. Philip S. Brooke, 83, who began his law practice in 1916, now is the senior member of the firm of Hamblen, Gilbert and Brooke. Philip S. Brooke Jr. has been with the firm since 1945. For many years, another of the elder Philip S. Brooke's sons, Robert E., was with the firm, but he now practices law in Seattle.

Spokane Daily Chronicle
3 November 1975

Philip Brooke Sr., longtime Spokane attorney, dies

Funeral service for Philip Slaughter Brooke, whose 71-year legal career spanned much of Spokane's history, will be 11 a.m. Monday at the Cathedral of St. John the Evangelist. Entombment will follow at Fairmount Memorial Park with Ball & Dodd Funeral Home — South in charge of arrangements.



Brooke

Mr. Brooke, 99, died Thursday in Spokane — two years after he retired from Paine Hamblen Coffin Brooke & Miller, a law firm he helped build into one of Spokane's largest.

Mr. Brooke was born Aug. 30, 1892, in Sprague, Wash., where his father, George Smith Brooke, operated what was to become the First National Bank in the back of a grocery store. He moved to Spokane with the family in 1896, attended Spokane schools and graduated from Lewis and Clark High School shortly after it changed its name from Spokane High School.

He graduated with a law degree from Stanford University in Palo Alto, Calif., in 1916, and returned to Spokane in 1917 where he joined the law firm of Hamblen and Gilbert. He became a full partner in the firm in 1921. At one point in the firm's history, three generations of Brookes worked there, Mr. Brooke, Philip S. Brooke Jr. and Philip S. Brooke III.

Active in public affairs, Mr. Brooke served for decades on the board of trustees of St. Luke's Memorial Hospital and was chancellor of the Episcopal Church Diocese. He also was president of the Spokane Community Welfare Federation — a precursor of the United Way — president of the Kiwanis Club, a board member of the Washington Children's Home Society, a former president of the Spokane Bar Association and former governor of the Washington State Bar association for the 5th Congressional District. In addition, he was a charter member of the Manito Golf & Country Club.

Survivors include a son, Philip S. Brooke Jr. of Spokane; a daughter, Barbara Brooke Baker of Edina, Minn.; 13 grandchildren; and 11 great-grandchildren. His wife of 61 years, Agnes, died in 1978.

The family suggests memorials to St. Luke's Memorial Hospital or the Cathedral of St. John the Evangelist.



Agenda Sheet for City Council Meeting of: 12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2021-0804
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	JAY ATWOOD 7005
Contact E-Mail	JATWOOD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT WITH SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

Agenda Wording

Approval of Interlocal Agreement with SREC for CAD and IT Services

Summary (Background)

The city provides CAD and related IT services for dispatch services used by both the City and SREC. The charges are based on call volume.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 258,838.07

Select \$

Select \$

Select \$

Budget Account

1630-35210-99999-34280-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other 12/6/21 Public Safety & Community Health Committee

Council Sponsor Councilwoman Lori Kinnear

Distribution List

jatwood@spokanecity.org,
tmwilliams@spokanecity.org

bschaeffer@spokanecity.org,
fireaccounting@spokanecity.org

Additional Approvals

pingiosi@spokanecity.org,
mormsby@spokanecity.org

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING THE USE OF A FIRE DISPATCH COMMUNICATION AIDED
DISPATCH SYSTEM**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington ("City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors; individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, the City is in possession of the Infor Enroute Computer Aided Dispatch System (CAD System), previously purchased and shared by the members of the Combined Communications Center (CCC); and

WHEREAS, in order to continue providing fire dispatch emergency communications services to the City and to former members of the CCC that are current members and/or customers of SREC, SREC is in need of the continued access to and use of the CCC CAD System held by the City and Information Technology (IT) services provided by the City related to the CAD System; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT services.
2. DURATION / TERMINATION. This Agreement is effective upon approval by the governing bodies of both Parties, unless and until terminated by either Party upon ninety (90) days written notice to the other Party.
3. FEES AND INVOICES. SREC shall pay the City for use of and access to the CAD System and IT services. Such fee shall be determined by SREC paying a percentage of all costs associated with the CAD System and IT services based on the percentage of call volume, using a formula equal to SREC Call Volume divided by Total Call Volume. For 2021, such percentage shall be forty-eight percent (48%). The percentage of SREC's

responsibility, as based on the percentage of CAD System calls that are SREC calls, shall be determined on an annual basis and updated as necessary as of January 1 of each year this Agreement is in effect.

The City shall bill SREC for the use of the CAD System and related IT services on an annual basis; provided, however, that the initial invoice shall be for the period of July 1, 2020 through June 30, 2022. Annual invoices for services shall commence for the period beginning July 1, 2022 and after upon approval of this Agreement, the City shall bill SREC the sum of \$258,838.07 for the period of July 1, 2020 through June 30, 2022.

4. AUDIT / RECORDS. The City shall provide access to authorized representatives of SREC, at reasonable times and in a reasonable manner, to inspect and copy the financial records of the City in support of the invoices billed under this Agreement. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
5. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director
SREC
1620 N Rebecca Street
Spokane, Washington 99217
Email: Lori.Markham@srec911.org

CITY: Tom Williams, Assistant Fire Chief
Spokane Fire Department
44 West Riverside Avenue
Spokane, WA 99201
Email: tmwilliams@spokanecity.org

6. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
7. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC, its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane, its officers, agents, or employees.

9. INSURANCE. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
 - Combined Single Limits per Occurrence: \$3,000,000
 - Annual Aggregate: \$5,000,000
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;

4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

Each Employee:

- Policy Limit: \$1,000,000
- By Accident: \$1,000,000
- By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 9 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
3. All liability policies must provide coverage on an occurrence basis; and
4. Liability policies shall not include exclusions for cross liability.

- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 9 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts. The requirements of this section may be met with self-insured retention and excess coverage.

10. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
12. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification or expression, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
13. MISCELLANEOUS.
 - A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
 - B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
 - C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
 - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

14. RCW 39.34 REQUIRED CLAUSES.

- A. PURPOSE. See section 1 above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. City shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
- E. AGREEMENT TO BE FILED. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its website or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signature page follows]

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Name
Title: Title

By: Name
Title: Title

Date: _____

Date: _____

By: Name
Title: Title

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

By: Name
Title: Title

Date: _____

Date: _____

Approved as to form:

Approved as to form:


By: Michael Ormsby
Title: City Attorney

By: Laura McAloon
Title: SREC Attorney

Date: _____

Date: _____

<u>Purchasing</u>		laura@mcaloon-law.com, kschmitt@spokanecity.org
		Lori.Markham@srec911.org

 Agenda Sheet for City Council Meeting of* 12/13/2021 <input type="text"/> <input type="button" value="v"/> Briefing date: 12/06/2021 Status: EXECUTIVE REVIEW		? Date Rec'd (Clerk use only) 12/1/2021
		? Clerk's File # OPR 2021-0707
		? Renewals #
Submitting Dept*: CITY ATTORNEY <input type="button" value="v"/>	? Cross Ref #	
Contact Name & Phone*: MICHAEL ORMSBY 6287	? Project #	
? Contact E-Mail* MORMSBY@SPOKANECITY.ORG	? Bid #	
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item <input type="button" value="v"/>	? Requisition #	
? Agenda Item Name: Begin with Dept # 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT		
? Agenda Wording*: (34 character max) <input type="checkbox"/> Additional attached? Contract Amendment with outside counsel who represents the City in an action brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers.		
? Summary (Background)*: (15 character max.) <input type="checkbox"/> Additional attached? This action was filed in early October seeking damages against the City for three fire department employees alleging impact against them by the enforcement of the requirement of mandatory vaccination for health care workers as they are EMTs. The case also involved a Motion for a Preliminary Injunction and required extensive briefing and argument before the court. Legal is asking for a contract amendment adding another \$75,000 to the contract, for a total of \$125,000 on this case.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?
Expense <input type="button" value="v"/> \$	75000.00	# 0020-88100-18900-54105
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	ORMSBY, MICHAEL	Study Session / Other 12/6/21 Public Safety & Comm
Division Director		Council Sponsor Council Member Kinnear
Finance	WALLACE, TONYA	? Distribution List (Emails preferred) <input type="checkbox"/> Additional? bethk@summitlaw.com
Legal	ODLE, MARI	mormsby@spokanecity.org
For the Mayor		mormsby@spokanecity.org
? Additional Approvals		sdhansen@spokanecity.org
Purchasing		
Select Dept 1 <input type="button" value="v"/>		
Select Dept 2 <input type="button" value="v"/>		
Select Dept 3 <input type="button" value="v"/>		
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 28, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date


Type or Print Name

Title

Approved as to form:

Assistant City Attorney

21-238

 Agenda Sheet for City Council Meeting of* 12/13/2021 <input type="text"/> <input type="button" value="v"/> Briefing date: 12/06/2021 Status: EXECUTIVE REVIEW		? Date Rec'd (Clerk use only) 12/1/2021
		? Clerk's File # OPR 2021-0722
		? Renewals #
Submitting Dept*: CITY ATTORNEY <input type="text"/> <input type="button" value="v"/>	? Cross Ref #	
Contact Name & Phone*: MICHAEL ORMSBY 6287	? Project #	
? Contact E-Mail* MORMSBY@SPOKANECITY.ORG	? Bid #	
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item <input type="text"/> <input type="button" value="v"/>	? Requisition #	
? Agenda Item Name: Begin with Dept # 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT		
? Agenda Wording*: (9 character max) <input type="checkbox"/> Additional attached? Contract amendment with outside counsel in action brought against the City and SFD by 25 employees of the SFD seeking damages and preliminary injunction to prevent the enforcement of the vaccine mandate as applicable to health care workers.		
? Summary (Background)*: (3 character max.) <input type="checkbox"/> Additional attached? This case was filed in mid-October, with the plaintiffs serving over 1,000 pages of documents in support of their case. This matter also involved an argument in federal court on a preliminary injunction. While much of the legal work done in the companion case was of benefit in this matter and did not have to be done twice, there were also distinct claims and allegations in this matter that needed to be addressed separately. Legal requests another \$50,000 for total of \$100,000 on this case.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?
Expense <input type="text"/> \$ 50,000	# 0020-88100-18900-54105	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	ORMSBY, MICHAEL	Study Session / Other 12/6/21 Public Safety & Comm
Division Director		Council Sponsor Council Member Kinnear
Finance	WALLACE, TONYA	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	ODLE, MARI	bethk@summitlaw.com
For the Mayor		mormsby@spokanecity.org
? Additional Approvals		mormsby@spokanecity.org
Purchasing		sdhansen@spokanecity.org
Select Dept 1 <input type="text"/> <input type="button" value="v"/>		
Select Dept 2 <input type="text"/> <input type="button" value="v"/>		
Select Dept 3 <input type="text"/> <input type="button" value="v"/>		
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1991-0068
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0520 APPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION

Submitting Dept	MAYOR
Contact Name/Phone	TESSA DELBRIDGE 625-6716
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments

Agenda Wording

Appoint Alex Knox to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Appoint Alex Knox to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	lkissler@spokanecity.org

Additional Approvals

<u>Purchasing</u>	



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 2006-0042
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	TESSA DELBRIDGE 625-6716
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO ETHICS COMMISSION

Agenda Wording

Reappoint Merl Iverson and Gail Heck-Sweeney to a three-year term on the Ethics Commission to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Reappoint Merl Iverson and Gail Heck-Sweeney to a three-year term on the Ethics Commission to serve from 1/1/2022 to 12/31/2024

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	sfaggiano@spokanecity.org

Additional Approvals

Purchasing



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	TESSA DELBRIDGE 625-6716
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO PLAN COMMISSION

Agenda Wording

Reappoint Carole Shook to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

Summary (Background)

Reappoint Carole Shook to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	lmeuler@spokanecity.org

Additional Approvals

<u>Purchasing</u>	



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1981-0040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	MAYOR
Contact Name/Phone	TESSA DELBRIDGE 625-6716
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO SPOKANE REGIONAL CLEAN AIR AGENCY

Agenda Wording

Reappoint Jim Simon to a four-year term as the City of Spokane Representative on the Spokane Regional Clean Air Agency to serve from 1/1/2022 to 12/31/2025

Summary (Background)

Reappoint Jim Simon to a four-year term as the City of Spokane Representative on the Spokane Regional Clean Air Agency to serve from 1/1/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	SWindsor@spokanecleanair.org

Additional Approvals

Purchasing

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36157

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE DUTIES AND FUNCTIONS OF THE PARKING SERVICES DEPARTMENT

Agenda Wording

An ordinance re-aligning parking services into its own stand-alone department; amending section 03.01A.520; adopting a new section 03.01A.254 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The current organization structure has development services, code enforcement and parking combined under one department. The City Council sees benefit in separating these functions into two separate departments. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36157

An ordinance re-aligning parking services into its own stand-alone department; amending section 03.01A.253; adopting a new section 03.01A.254 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the current organization structure has development services, code enforcement and parking combined under one department; and

WHEREAS, the City Council sees benefit in separating these functions into two separate departments; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.253 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.253 Development Services Center((,)) and Code Enforcement ((~~and Parking Services~~))

A. The development services center ((,)) and code enforcement ((~~and parking services~~)) department performs the following functions:

1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.
2. Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.

((~~3. Coordinates the operation of parking services provided by the city including parking enforcement.~~))

B. The building official is appointed by the mayor.

Section 2. That there is adopted a new section 03.01A.254 of the Spokane Municipal Code to read as follows:

Section 03.01A.254 Parking Services

The parking services department coordinates the operation of parking services provided by the city including parking enforcement.

Section 3. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36158

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**0320 - AMENDING FUNCTIONS OF COMMUNITY & ECONOMIC DEVEL.
SERVICES DEP'T.**Agenda Wording**

An ordinance amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The current description for the Community and Economic Development Services Department is overly broad. The City Council desires to add a greater level of specificity to the functions of the Community and Economic Development Services department. Administrative department roles, powers, functions, and duties are amended at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36158

An ordinance amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the current description for the Community and Economic Development Services Department is overly broad; and

WHEREAS, the City Council desires to add a greater level of specificity to the functions of the Community and Economic Development Services department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.367 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.367 Community and Economic Development Services

- A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives with a primary purpose of growing and enhancing existing City of Spokane businesses while targeting specific industries and businesses that provide quality, high wage jobs and are beneficial to the City. This includes serving as liaison to local tribes, public development authorities, business improvement districts, neighborhood business associations and regional economic development organizations.
- B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

Section 2. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or

discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36159

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - ESTABLISHING THE OFFICE OF CIVIL RIGHTS, EQUITY, AND INCLUSION

Agenda Wording

An ordinance establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The 2021 City of Spokane Budget included the new position of Civil Rights Officer. The City Council seeks to establish a greater level of emphasis and significance in the areas of Civil Rights, Equity and Inclusion. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36159

An ordinance establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the 2021 City of Spokane Budget included the new position of Civil Rights Officer; and

WHEREAS, the City Council seeks to establish a greater level of emphasis and significance in the areas of Civil Rights, Equity and Inclusion; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, the creation of, and determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 03.01A.252 of the Spokane Municipal Code to read as follows:

Section 03.01A.252 Office of Civil Rights, Equity and Inclusion

- A. The office of civil rights, equity and inclusion department is established to provide citywide leadership and guidance in the areas of civil rights, equity and inclusion. It shall promote the removal of historical and existing barriers to access to services within the boundaries of The City of Spokane and work to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the City of Spokane through public education and outreach.
- B. This Office is a new department with the organization structure of the City of Spokane and will report to the City Administrator. The head of the Office of Civil Rights, Equity and Inclusion will be a Director level position within the organization.

Section 2. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	RES 2021-0100
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4700 - STREET VACATION OF PERRY ST. BETWEEN CELESTA AND HARTSON

Agenda Wording

Resolution setting hearing before the City Council for January 24, 2022 for the vacation of Perry St. between Hartson and Celesta, as requested by the owners of the Liberty Park Apartments

Summary (Background)

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

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications
Dept Head	BECKER, KRIS	Study Session\Other PIES 11/22/2021
Division Director	MACDONALD, STEVEN	Council Sponsor CM Betsy Wilkerson
Finance	MURRAY, MICHELLE	Distribution List
Legal	RICHMAN, JAMES	ebrown@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org
Additional Approvals		kbecker@spokanecity.org
Purchasing		rbenzie@spokanecity.org
		smaedonald@spokanecity.org

RESOLUTION 2021-0100

WHEREAS, on September 2, 2021, the Spokane City Council received a petition for the vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on January 24, 2022, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney




P2107037VACA



**Right-of-way Description:
Perry Street from the north line of
Hartson Ave to the south line of Celesta Ave**

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.





Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	RES 2021-0101
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SAM FAGGIANO 6818
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving Settlement Agreement and General Release of All Claims of F. Scott Garske and Rebecca C. Garske for \$87,500.00 settled through mediation.

Summary (Background)

Approving settlement of claim following mediation conducted with Frank Hoover for \$87,500.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 87,500.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-19000-54601

#

#

#

Approvals

Dept Head ORMSBY, MICHAEL

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES 112221

Council Sponsor C.P. Beggs

Distribution List

SFaggiano@spokanecity.org

James.Scott@davies-group.com

MOrmsby@spokanecity.org

RKokot@spokanecity.org

TStrothman@spokanecity.org

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on June 8, 2020 a claim for damages was filed with the City of Spokane by F. SCOTT GARSKE and REBECCA C. GARSKE (Plaintiffs), arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on January 8, 2021, Plaintiffs subsequently commenced an action in the Superior Court of Spokane County, under the caption "F. SCOTT GARSKE AND REBECCA C. GARSKE PLAINTIFFS V. NANCY L. OTHMER; AND THE CITY OF SPOKANE, a municipal corporation Defendants" Cause No. 21-2-00055-32 alleging various state causes of action seeking economic and non-economic damages, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to release any and all claims against the City of Spokane as well as to dismiss with prejudice the underlying lawsuit as against the City of Spokane.

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

1. The City of Spokane authorizes that payment in the amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), to be paid to Plaintiffs through their counsel, Patrick J. Cronin, with the law firm of Winston & Cashatt, in trust for F. SCOTT GARSKE and REBECCA C. GARSKE, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will provide a signed release fully extinguishing all claims by Plaintiffs in connection with the incident, dismissing their lawsuit with prejudice as against the City of Spokane and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36156

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE ORGANIZATION OF THE POLICE DEPARTMENT

Agenda Wording

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36156

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.375 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That section 03.01A.385 of the Spokane Municipal Code is repealed in its entirety.

Section 3. That section 03.01A.390 of the Spokane Municipal Code is repealed in its entirety.

Section 4. That section 03.01A.400 of the Spokane Municipal Code is repealed in its entirety.

Section 5. That this ordinance shall be effective May 31, 2022 to provide time to designate and fund new classified positions that will replace the exempt positions eliminated with these departments.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/06/2021

Date Rec'd

11/30/2021

Clerk's File #

ORD C36160

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

CITY ATTORNEY

Contact Name/PhoneMARY 6289
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 ORDINANCE RELATING TO CRIMES INVOLVING DRUG POSSESSION

Agenda Wording

An ordinance relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code.

Summary (Background)

The proposed ordinance incorporates into the Spokane Municipal Code Washington's newly revised drug possession offenses and their penalties, which are now misdemeanors; Adoption of this ordinance ensures that these crimes may be prosecuted in the Spokane Municipal Court; and Persons contacted will be referred to drug treatment on their first two contacts, and the Community Justice Services Department will implement a process to connect these individuals to treatment.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

8/30/2021

Division Director**Council Sponsor**

Council Member Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

cmeidl@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

eolsen@spokanepolice.org

Additional Approvals

jbingham@spokanecity.org

Purchasing

hdelaney@spokanecity.org

mmuramatsu@spokanecity.org

mormsby@spokanecity.org

ORDINANCE NO C36160

An ordinance relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 10.15.225 of the Spokane Municipal Code to read as follows:

Section 10.15.225 Crimes Involving Drug Possession

The following Revised Code of Washington (RCW) sections, including all future amendments, additions, or deletions, are hereby adopted by reference and shall be given full force and effect as if fully set forth herein, including penalties.

RCW 69.50.4011 Unlawful Possession of a Counterfeit Substance
RCW 69.50.4013 Unlawful Possession of a Controlled Substance
RCW 69.50.4014 Unlawful Possession of 40 grams or less of Marijuana
RCW 69.41.030(2)(b) Unlawful Possession of a Legend Drug
RCW 69.50.412 Unlawful Use of Drug Paraphernalia

Section 2. That there is adopted a new section 10.15.250 of the Spokane Municipal Code to read as follows:

Section 10.15.230 Referral, Assessment and Diversion of Drug Violators

(1) For all individuals who otherwise would be subject to arrest for violations of RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b), in lieu of jail booking and referral to the prosecutor, law enforcement shall offer a referral to assessment and services available pursuant to RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include the recovery navigator program established under state law.

(2) If law enforcement agency records reflect that an individual has been diverted to referral for assessment and services twice or more previously, officers may, but are not required to, make additional diversion efforts.

(3) Nothing in this section precludes prosecutors from diverting or declining to file any charges for possession offenses that are referred under RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b) in the exercise of their discretion.

Section 3. SMC sections 10.15.100 and 10.15.120 and Chapter 10.15A SMC are hereby repealed.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	City Legal
Subject:	Drug Violators – Diversion – Penalty
Date:	July 9, 2021
Contact (email & phone):	Mary Muramatsu mmuramatsu@spokanecity.org (509) 625-6225
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PSCHC
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

In February of 2021, the Washington Supreme Court in State v. Blake, 197 Wn.2d 170 (2021) ruled unconstitutional RCW 69.50 4013(1) (regarding the simple possession of controlled substances) because it did not require proof of a mental state. Without proof of “knowledge” or “intent”, such convictions violate due process. Blake effectively invalidated all convictions for simple possession, including those prosecuted under the City’s municipal code, which mirrored state law in its elements of proof.

In response to Blake, the Washington legislature passed ESB 5476, which amended the drug possession statute in several ways. First, the legislature added the word “knowing”, which corrected the constitutional defect identified in Blake.

In revising the drug possession statute, the legislature lowered the penalty for drug possession from a felony to a simple misdemeanor. The legislature also added the mental state of “knowing” to possession of marijuana, possession of counterfeit drugs and legend drugs. They also decriminalized the use of drug paraphernalia for purposes of “ingesting or injecting or otherwise introducing drugs into the body.” It is still a misdemeanor, however, use drug paraphernalia to cultivate or to grow.

Law enforcement officers who encounter individuals in violation of this law are required, on the person’s first and second violation, to refer that person to drug treatment rather than citing them with a crime. To ensure that the law enforcement referral to treatment results in the individual being connected to services, the Community Justice Services Department, (formerly Municipal Court Probation) has indicated its intent to hire one FTE to coordinate this process.

The changes made in Washington law expire on July 1, 2023 and therefore may be extended or further revised on or before that date. Incorporation of this law into Spokane’s Municipal Code will not be impacted by any future changes, however, since the proposed ordinance contains language which contemplates further revision and will therefore be automatically updated.

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36161

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

PAUL INGIOSI 509-625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0410 - 2022 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2022, making appropriations in the various funds of the City of Spokane for the year ending December 31, 2022, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2021.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

INGIOSI, PAUL

Study Session\OtherBudget Workshops -
October; Budget Hearing
- 11/8**Division Director**

WALLACE, TONYA

Council Sponsor

Council President Beggs

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

budget@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO C36161

An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2021; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2021, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2022 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2022, as set forth in the document attached hereto and entitled, "2022 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2022 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2022 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2022 as set forth in the 2022 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$216,530,800	\$0	\$216,530,800	\$216,530,800
Special Revenue Funds				
Street Maintenance	27,700,139	10,843,688	38,543,827	27,666,645
Code Enforcement	2,634,791	309,502	2,944,293	2,939,983
Library	11,674,727	4,299,030	15,973,757	11,640,114
Historic Preservation Incentive	9,180	17,714	26,894	15,000
Pension Contributions (LEOFF)	10,544,542	-	10,544,542	10,544,542
Miscellaneous Grants	635,000	-	635,000	635,000
Domestic Violence Prevention	500	4,172	4,672	500
Traffic Calming Measures	6,614,451	4,449,646	11,064,097	4,256,889
Urban Forestry Fund	20,000	-	20,000	20,000
Parks and Recreation	23,967,354	2,720,000	26,687,354	23,679,018
American Rescue Plan	40,242,340	35,000,000	75,242,340	75,242,340
Fire Miscellaneous Grants	562,756	-	562,756	562,756
Parking Meter Revenue Fund	5,124,000	94,526	5,218,526	5,144,823
Paths and Trails Reserve	134,688	335,527	470,215	470,215
Human Services Grants Fund	12,351,578	840,000	13,191,578	13,191,578
Continuum of Care	4,340,698	-	4,340,698	4,340,698
Forfeitures & Contributions (SPD)	396,400	1,213,949	1,610,349	605,750
Hotel/Motel Tax	3,186,356	187,999	3,374,355	3,186,356
Housing Sales Tax	5,800,000	1,000,000	6,800,000	6,800,000
REET 2nd Quarter Percent	6,000,000	8,156,163	14,156,163	1,506,181
REET 1st Quarter Percent	6,000,000	-	6,000,000	5,162,705
Public Safety & Judicial Grants	1,234,144	32,283	1,266,427	1,045,350
Public Safety Personnel Fund	6,650,000	5,867,970	12,517,970	6,283,827
Combined Communications Center (SFD Dispatch)	2,851,303	127,730	2,979,033	2,979,033
Communications Building M&O	287,692	120,562	408,254	287,219
Community Development Fund	15,000	25,000	40,000	40,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	6,359,090	-	6,359,090	6,359,090
CDBG Revolving Loan Fund	1,841,936	600,000	2,441,936	2,441,936
Misc. Community Development Grants	19,000	177,964	196,964	196,964
Home Program	3,545,969	-	3,545,969	3,545,969
Home Revolving Loan Fund	336,807	405,000	741,807	741,807
Housing Assistance Program	2,500	171,000	173,500	173,500
Affordable & Supportive Housing Fund	402,274	660,000	1,062,274	1,062,274
Emergency Rental Assistance Grant	5,566,690	70,000	5,636,690	5,636,690

Housing Trust Grant Fund	1,600	203,000	204,600	204,600
Rental Rehabilitation Fund	32,050	325,000	357,050	357,050
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	6,150,000	7,836,339	13,986,339	8,088,794
Financial Partnership Fund	190,000	-	190,000	189,780
Channel Five Equipment Reserve	230,430	61,917	292,347	230,550
Park Cumulative Reserve	888,800	1,195,668	2,084,468	1,733,533
Fire/EMS	57,418,330	-	57,418,330	57,416,548
Defined Contribution Administration	75,000	-	75,000	68,717
VOYA Defined Contribution Administration	37,000	-	37,000	35,058
Transportation Benefit Fund	3,522,927	2,147,574	5,670,501	5,670,501
Debt Service Funds				
GO Bond Redemption	16,120,957	7,309,423	23,430,380	16,120,957
Special Assessment Debt	530,000	274,965	804,965	175,211
Special Assessment Guaranty	2,500	584,502	587,002	8,000
Iron Bridge TIF Debt Service	80,000	137,429	217,429	101,362
University District LRF Debt Service	275,000	533,609	808,609	86,359
Capital Projects Funds				
General Capital Improvements	-	37,998	37,998	30,000
Arterial Street	28,777,636	2,366,074	31,143,710	30,015,022
Capital Improvements 2015 Park	-	1,120,000	1,120,000	250,000
Capital Improvements 2018 Library	-	16,937,404	16,937,404	16,937,404
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	320,000	-	320,000	320,000
West Quadrant TIF	365,000	1,065,780	1,430,780	1,430,780
University District LRF	125,000	190,025	315,025	315,025
Enterprise Funds				
Water	51,661,479	36,841,371	88,502,850	52,914,641
Water/Wastewater Debt Service	13,549,778	-	13,549,778	13,549,778
Integrated Capital Management	72,485,366	22,259,296	94,744,662	94,358,958
Sewer	65,907,127	26,830,317	92,737,444	66,822,117
Solid Waste Fund	83,069,926	31,930,311	115,000,237	88,507,520
Golf	4,025,270	612,793	4,638,063	4,433,794
Development Services Center	8,906,450	5,867,535	14,773,985	8,615,400
Internal Service Funds				
Fleet Services	14,704,942	429,462	15,134,404	14,677,468
Fleet Services Equipment Replacement	2,077,238	3,209,867	5,287,105	2,798,000
Public Works and Utilities	5,271,997	326,407	5,598,404	5,100,865
Information Technology (IT)	12,766,575	3,314,036	16,080,611	13,201,402
IT Capital Replacement	1,143,591	2,594,383	3,737,974	3,158,283

Reprographics	712,695	163,118	875,813	621,466
Purchasing & Stores	930,730	253,498	1,184,228	924,570
Accounting Services	4,721,209	590,790	5,311,999	4,657,506
My Spokane	1,570,315	116,085	1,686,400	1,684,830
Office of Performance Management	1,406,211	-	1,406,211	1,320,235
Risk Management	3,862,000	8,827,801	12,689,801	7,154,662
Workers' Compensation	5,477,500	8,485,970	13,963,470	6,737,589
Unemployment Compensation	304,000	775,399	1,079,399	590,544
Employee Benefits	45,770,354	16,319,706	62,090,060	47,403,962
Facilities Management - Operations	4,522,794	2,076,451	6,599,245	5,158,175
Facilities Management - Capital	9,256,818	5,294,668	14,551,486	7,461,562
Capital Facilities	2,057,000	-	2,057,000	2,057,000
Trust and Agency Funds				
Finch Memorial Arboretum	8,000	8,000	16,000	16,000
Employees' Retirement (SERS)	33,576,000	4,836,868	38,412,868	38,412,868
Firefighters' Pension Fund	4,279,542	1,068,264	5,347,806	5,347,806
Police Pension Fund	4,345,500	-	4,345,500	4,345,500
Building Code Records Management	60,000	-	60,000	60,000
Municipal Court (Agency Fund)	1,500,100	-	1,500,100	1,500,100
TOTAL FUNDS	\$988,720,050	\$303,130,036	\$1,291,850,086	\$1,088,418,790

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2022 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council _____.

Council President

Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Executive Summary:

- The proposed ordinance incorporates into the Spokane Municipal Code Washington's newly revised drug possession offenses and their penalties, which are now misdemeanors.
- Adoption of this ordinance ensures that these crimes may be prosecuted in the Spokane Municipal Court.
- Persons contacted will be referred to drug treatment on their first two contacts, and the Community Justice Services Department will implement a process to connect these individuals to treatment.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: