

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 15, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

**WebEx call in information for the week of August 15, 2022:**

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2498 913 1561; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

**To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 15, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
  - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
  - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 15, 2022

### **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 JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**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*

## BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

### 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

## **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

**(Committee Reports for City Council Standing Committees and other Boards and Commissions)**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements Regarding Adjustments to the City Council Agenda)**

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

|   |         |               |
|---|---------|---------------|
| Citizen's Transportation Advisory Board: One Appointment (Deferred from August 1, 2022, Agenda) | Approve | CPR 2018-0032 |
| Community, Housing, and Human Services Board: Three Appointments                                | Approve | CPR 2012-0033 |

## ADMINISTRATIVE REPORTS

# CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |   |                               |                              |
|---|-------------------------------|------------------------------|
| 1. Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Illinois Avenue Grind and Overlay Project—\$2,327,467. An administrative reserve of \$232,746.70, which is 10% of the contract price, will be set aside. (Logan/Bemiss Neighborhood) (Council Sponsor: Council Member Kinnear)<br><b>Dan Buller</b>           | Approve                       | OPR 2022-0577<br>ENG 2021096 |
| 2. Administrative Reserve increase to the contract with LaRiviere, Inc. for the Havana Well Station—\$250,000. (Council Sponsor: Council Member Kinnear)<br><b>Dan Buller</b>   | Approve                       | OPR 2021-0832<br>ENG 2019171 |
| 3. Consultant Agreement with Matrix Consulting Group (San Mateo, CA) to provide a cost and usage analysis for the City's police vehicles from August 1, 2022 through March 1, 2023—\$61,100 (plus applicable taxes). (Council Sponsor: Council Member Kinnear)<br><b>Rick Giddings</b>                                      | Approve                       | OPR 2022-0578<br>RFP 5650-22 |
| 4. Recommendation to list the Breslin, 729 S. Bernard Street, on the Spokane Register of Historic Places.<br><b>Megan Duvall</b>  | Approve & Authorize Agreement | OPR 2022-0579                |
| 5. Contract Extension with the House of Charity through December 31, 2022, to provide financial support for the continuation of 35 socially distanced shelter beds, maintaining their current overall capacity of 135 beds—\$280,409.63 (ESG-CV funds). (Council Sponsor: Council Member Stratton)<br><b>Jenn Cerecedes</b> | Approve & Authorize Contract  | OPR 2020-0061                |
| 6. Accept grant funding to perform a stormwater study per the Washington State Department of Ecology TAPE   | Approve                       | OPR 2022-0580                |



program, in partnership with Spokane County and the City of Spokane Valley—\$300,000 Revenue, with a 25 percent match requirement. (Council Sponsor: Council Member Kinnear)

**Trey George**

- |                        |  |                                |               |
|------------------------|--|--------------------------------|---------------|
| 7.                     | Contract Extension with Passport Labs, Inc. (Charlotte, NC) allowing parkers to pay for on-street parking through the Passport Mobile Parking App from August 1, 2022 through December 31, 2022—\$25,000. (Council Sponsors: Council Members Kinnear and Stratton) | Approve                        | OPR 2018-0029 |
| <b>Luis Garcia</b>     |  |                                |               |
| 8.                     | Connecting Housing to Infrastructure Program (CHIP) Grant for infrastructure improvements related to Liberty Park Terrace Apartments—\$680,461 Revenue. (Council Sponsor: Council President Beggs)   | Approve                        | OPR 2022-0581 |
| <b>Marcia Davis</b>    |  |                                |               |
| 9.                     | Collective Bargaining Agreement with the Spokane Police Guild for wages and benefits for 2022. (Council Sponsor: Council Member Cathcart)  | Approve                        | OPR 2022-0582 |
| <b>Michael Piccolo</b> |  |                                |               |
| 10.                    | Collective Bargaining Agreement with Local 29 I.A.F.F. AFL-CIO for wages and benefits for 2020 through 2024. (Council Sponsor: Council Member Bingle)  | Approve and Authorize Contract | OPR 2022-0585 |
| <b>Michael Piccolo</b> |  |                                |               |
| 11.                    | Report of the Mayor of pending:  | Approve & Authorize Payments   |               |
| a.                     | Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.           |                                | CPR 2022-0002 |
| b.                     | Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.           |                                | CPR 2022-0002 |
| c.                     | Payroll claims of previously approved obligations through_____, 2022: \$_____.   |                                | CPR 2022-0003 |
| 12.                    | City Council Meeting Minutes: _____, 2022.   | Approve All                    | CPR 2022-0013 |

**ACTION ON CONSENT AGENDA**

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency and appropriating funds in:

### ORD C36193

#### Forfeitures & Contributions Fund

1) Increase appropriations by \$175,000.

A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.

B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.

C) \$10,000 for training.

2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from July 25, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

**Michael McNab**

### ORD C36251

#### General Fund

1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.

2) Increase the appropriation for registration/schooling by \$5,000.

3) Increase the appropriation for professional services by \$55,000.

4) Increase the appropriation for advertising by \$2,200.

5) Increase the appropriation for office supplies by \$1,100.

6) Increase the appropriation for operating supplies by \$8,000.

A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

**Howard Delaney**

### ORD C36252

#### General Fund

1) Decrease the appropriation for Court Commissioner in the Municipal Court department by \$39,000.

- 2) Decrease the appropriation for Court Clerk II in the Municipal Court department by \$35,000.
- 3) Decrease the appropriation for a Community Justice Specialist in the Community Justice Services department by \$32,000.
- 4) Decrease the appropriation for a Community Justice Counselor in the Community Justice Services department by \$39,000.
- 5) Increase the appropriation of professional services in the Municipal Court department by \$115,000.
- 6) Increase the appropriation of contractual services in the Municipal Court department by \$30,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund essential testing, treatment, and FTA reduction programs.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

**Howard Delaney**

ORD C36253

General Fund

- 1) Decrease the appropriation for Court Clerk I positions in the Municipal Court department by \$62,300.
- 2) Increase the appropriation for office furniture (non-capital) by \$50,800.
- 3) Increase the appropriation for building repairs/maintenance by \$11,500.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to refurbish, replace, and/or repair various Court spaces and furnishings.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

**Howard Delaney**

ORD C36254

Public Safety Personnel Fund

- 1) Delete two project Community Justice Counselors (from 2 to 0) and decrease the associated appropriation for salary and benefits by \$47,694.
- 2) Delete one project Community Justice Specialist (from 1 to 0) and decrease the associated appropriation for salary and benefits by \$18,838.
- 3) Increase the appropriation for an operating transfer-out by \$66,532.
- (A) There is no change to the overall appropriation level in the Public Safety Personnel Fund.

and

General Fund

- 1) Increase revenue for an operating transfer-in in the Community Justice Services department by \$66,532.

2) Add two classified Community Justice Counselor FTE positions (from 10 to 12) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$47,694.

3) Add one classified Community Justice Specialist FTE positions (from 2 to 3) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$18,838.

A) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to create two Community Justice Counselor positions and one Community Justice Specialist position to formalize the Pretrial Services Unit.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

**Howard Delaney**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0073 Requiring the City's Planning Department to publish and present an annual report for three years of accessory dwelling unit (ADU) usage. (Council Sponsors: Council Members Zappone, Stratton, and Wilkerson)  
**Council Member Zappone**
- RES 2022-0074 Appointing Richard Hughes as Solid Waste Collection Manager. (Council Sponsors: Council Members Stratton and Bingle)  
**Michael Piccolo**
- RES 2022-0075 Setting hearing before City Council for September 19, 2022, for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from Julia Street to Myrtle Street, as requested by Camtek, Inc. (Council Sponsors: Council Members Bingle and Cathcart)  
**Eldon Brown**
- ORD C36243 (To be considered under Hearings Item H1.b.)

## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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## HEARINGS

### RECOMMENDATION

- |     |   |   |               |
|-----|---|---|---------------|
| H1. | a. Hearing expressing the intention of the City Council to designate multi-family tax exemption (MFTE) residential targeted areas and amend SMC 8.15.030.   | Receive<br>Public<br>Comment<br>and then<br>Close Hrg | RES 2022-0068 |
|     | b. Final Reading Ordinance C36243 relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.<br>(Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)<br><b>Teri Stripes</b> | Pass Upon<br>Roll Call<br>Vote                        | ORD C36243    |

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### Motion to Approve Advance Agenda for August 15, 2022 (per Council Rule 2.1.2)

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## 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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

## ADJOURNMENT

The August 15, 2022, Regular Legislative Session of the City Council is adjourned to August 22, 2022.

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## NOTES

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

08/01/2022

**Date Rec'd**

7/18/2022

**Clerk's File #**

CPR 2018-0032

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**SHAUNA X6426  
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0320 - CTAB APPOINTMENTS

**Agenda Wording**

Appointment of the following to the CTAB: Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 (Deferred to August 15, 2022, Agenda, during the August 1, 2022, 3:30 p.m. Briefing Session)

**Summary (Background)**

Appointment of the following to the Citizen's Transportation Advisory Board:  
+ Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 (Deferred to August 15, 2022, Agenda, during the August 1, 2022, 3:30 p.m. Briefing Session)

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

N/A

**Division Director****Council Sponsor**Cathcart, Kinnear,  
Wilkerson**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**



**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                              |               |
|------------------------------|---------------|
| <b><u>Date Rec'd</u></b>     | 7/28/2022     |
| <b><u>Clerk's File #</u></b> | CPR 2012-0033 |
| <b><u>Renews #</u></b>       |               |
| <b><u>Cross Ref #</u></b>    |               |
| <b><u>Project #</u></b>      |               |
| <b><u>Bid #</u></b>          |               |
| <b><u>Requisition #</u></b>  |               |

|                                  |  |
|----------------------------------|--|
| <b><u>Submitting Dept</u></b>    | MAYOR                                  |
| <b><u>Contact Name/Phone</u></b> | TESSA DELBRIDGE 625-6716               |
| <b><u>Contact E-Mail</u></b>     | TDELBRIDGE@SPOKANECITY.ORG             |
| <b><u>Agenda Item Type</u></b>   | Boards and Commissions<br>Appointments |
| <b><u>Agenda Item Name</u></b>   | 0520 APPOINTMENT TO CHHS BOARD         |

**Agenda Wording**

Appoint Breianna Gorder, Chelsea Low, and Eric Robison to a three year term on the Community, Housing, and Human Services Board to serve from 8/15/2022 to 8/14/2025

**Summary (Background)**

Appoint Breianna Gorder, Chelsea Low, and Eric Robison to a three year term on the Community, Housing, and Human Services Board to serve from 8/15/2022 to 8/14/2025

|                                    |                              |                                     |
|------------------------------------|------------------------------|-------------------------------------|
| Lease? NO                          | Grant related? NO            | Public Works? NO                    |
| <b><u>Fiscal Impact</u></b>        | <b><u>Budget Account</u></b> |                                     |
| Select \$                          | #                            |                                     |
| Select \$                          | #                            |                                     |
| Select \$                          | #                            |                                     |
| Select \$                          | #                            |                                     |
| <b><u>Approvals</u></b>            |                              | <b><u>Council Notifications</u></b> |
| <b><u>Dept Head</u></b>            | KIRK, JESSICA                | <b><u>Study Session\Other</u></b>   |
| <b><u>Division Director</u></b>    |                              | <b><u>Council Sponsor</u></b>       |
| <b><u>Finance</u></b>              |                              | <b><u>Distribution List</u></b>     |
| <b><u>Legal</u></b>                |                              | tdelbridge@spokanecity.org          |
| <b><u>For the Mayor</u></b>        | KIRK, JESSICA                | jcerecedes@spokanecity.org          |
| <b><u>Additional Approvals</u></b> |                              | spokanechhs@spokanecity.org         |
| <b><u>Purchasing</u></b>           |                              |                                     |
|                                    |                              |                                     |
|                                    |                              |                                     |
|                                    |                              |                                     |



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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

OPR 2022-0577

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

ENGINEERING SERVICES

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

DAN BULLER 625-6391

**Project #**

2021096

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR23861+BT

**Agenda Item Name**

0370 – LOW BID AWARD – ILLINOIS GRIND &amp; OVERLAY (2021096) – INLAND ASPHALT

**Agenda Wording**

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Illinois Avenue Grind and Overlay - \$2,327,467.00. An administrative reserve of \$232,746.70, which is 10% of the contract price, will be set aside. (Logan/Bemiss Neighborhood Council)

**Summary (Background)**

On August 1, 2022 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$2,327,467.00, which is \$162,022.00 or 5.8% below the Engineer's Estimate of \$2,489,489.00; no other bids were received.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ \$2,552,492.78

# 3200-49828-42300-54201-86042

Expense \$ \$7,720.92

# 1380-24101-95300-56501-86114

Select \$

#

Select \$

#

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

BULLER, DAN

**Study Session\Other**

Finance 7/18

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

PRINCE, THEA

jgraff@spokanecity.org

ddaniels@spokanecity.org

pyoung@spokanecity.org

jared.boucher@inlandnw.com

## Committee Agenda Sheet

### Finance & Administration

|  |   |
|--|---|
| <b>Submitting Department</b>   | Public Works, Engineering   |
| <b>Contact Name &amp; Phone</b>  | Dan Buller 625-6391   |
| <b>Contact Email</b>   | <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>  |
| <b>Council Sponsor(s)</b>  | Lori Kinnear  |
| <b>Select Agenda Item Type</b>   | X Consent <input type="checkbox"/> Discussion      Time Requested: _____  |
| <b>Agenda Item Name</b>  | 2021096 Illinois Ave. – Perry St. to Market St.   |
| <b>Summary (Background)</b>  | <ul style="list-style-type: none"> <li>This grind &amp; overlay project is from Perry St. to Market St. and will reconfigure the lanes to relocate both bike lanes to the south side of the street (the bluff side) into a share use path separated from traffic by a 3' wide concrete island.</li> <li>To make room for this island, parking will be removed from the south side of the street (the bluff side).</li> <li>This reconfiguration is a step toward linking the Cincinnati St. greenway with the planned Cook St. greenway per the goals of the bicycle master plan.</li> <li>This project also includes ADA curb ramp updates and miscellaneous stormwater system updates.</li> <li>Traffic will be detoured during a portion of construction.</li> <li>This project is planned this fall and is locally funded.</li> </ul> |
| <b>Proposed Council Action &amp; Date:</b>   | Construction contract will be forwarded to Council for approval.  |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget?      X Yes <input type="checkbox"/> No      N/A<br><br>Funding Source      X One-time <input type="checkbox"/> Recurring<br>Specify funding source: UDPDA funds from Sprague Ave Phase 2 underage and proceeds from Boxcar property sale<br><br>Expense Occurrence      X One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impacts</b>  |   |
| What impacts would the proposal have on historically excluded communities?<br><br>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. |   |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?<br><br>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.  |   |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **ILLINOIS GRIND & OVERLAY**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND ASPHALT COMPANY**, whose address is 5111 East Broadway Avenue, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **ILLINOIS GRIND & OVERLAY.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 will include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2022-0577" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane County and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.



- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor

Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor 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.

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1)

acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

**INLAND ASPHALT COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Contract:**

Payment Bond  
Performance Bond  
Certification Regarding Debarment  
Schedule A-1

**PAYMENT BOND**

We, **INLAND ASPHALT COMPANY**, as principal, and \_\_\_\_\_,  
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO  
MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN  
AND NO/100 DOLLARS (\$2,327,467.00)** for the payment of which, we bind ourselves and our legal  
representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work  
and furnish all materials for the **ILLINOIS GRIND & OVERLAY**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall  
supply such person or subcontractors; and pay all taxes and contributions, increases and  
penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition  
to the terms of the Contract, the specifications accompanying the Contract, or to the work to be  
performed under the Contract shall in any way affect its obligation on this bond, except as provided  
herein, and waives notice of any change, extension of time, alteration or addition to the terms of the  
Contract or the work performed. The Surety agrees that modifications and changes to the terms and  
conditions of the Contract that increase the total amount to be paid the Principal shall automatically  
increase the obligation of the Surety on this bond and notice to Surety is not required for such  
increased obligation. Any judgment obtained against the City, which relates to or is covered by the  
contract or this bond, shall be conclusive against the principal and the surety, as to the amount of  
damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**INLAND ASPHALT COMPANY,**

AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

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

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**PERFORMANCE BOND**

We, **INLAND ASPHALT COMPANY**, as principal, and \_\_\_\_\_,  
as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$2,327,467.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **ILLINOIS GRIND & OVERLAY**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**INLAND ASPHALT COMPANY,**

AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

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

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_



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

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

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

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

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

**SCHEDULE A-1**  
***Tax Classification: Sales tax shall be included in unit prices***

| ITEM NO. | ITEM DESCRIPTION                    | ESTIMATED QUANTITIES | UNIT PRICE    | TOTAL         |
|----------|-------------------------------------|----------------------|---------------|---------------|
| 1        | ADA FEATURES SURVEYING              | 1.00 LS              | \$ 2,900.00   | \$ 2,900.00   |
| 2        | APPRENTICE UTILIZATION              | 1.00 LS              | \$ 30,000.00  | \$ 30,000.00  |
| 3        | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST             | \$ 1.00       | \$ 1.00       |
| 4        | SPCC PLAN                           | 1.00 LS              | \$ 520.00     | \$ 520.00     |
| 5        | POTHOLING                           | 4.00 EA              | \$ 750.00     | \$ 3,000.00   |
| 6        | PUBLIC LIAISON REPRESENTATIVE       | 1.00 LS              | \$ 16,000.00  | \$ 16,000.00  |
| 7        | MOBILIZATION                        | 1.00 LS              | \$ 231,480.68 | \$ 231,480.68 |
| 8        | PROJECT TEMPORARY TRAFFIC CONTROL   | 1.00 LS              | \$ 125,555.00 | \$ 125,555.00 |
| 9        | SPECIAL SIGNS                       | 120.00 SF            | \$ 22.85      | \$ 2,742.00   |
| 10       | SEQUENTIAL ARROW SIGNS              | 600.00 HR            | \$ 5.71       | \$ 3,426.00   |
| 11       | TYPE III BARRICADE                  | 55.00 EA             | \$ 114.30     | \$ 6,286.50   |
| 12       | CLEARING AND GRUBBING               | 1.00 LS              | \$ 13,725.00  | \$ 13,725.00  |

|    |  |               |    |           |    |           |
|----|--|---------------|----|-----------|----|-----------|
| 13 | TREE PROTECTION ZONE                             | 11.00 EA      | \$ | 315.00    | \$ | 3,465.00  |
| 14 | TREE PRUNING                                     | 31.00 EA      | \$ | 315.00    | \$ | 9,765.00  |
| 15 | REMOVAL OF STRUCTURE AND OBSTRUCTION             | 1.00 LS       | \$ | 21,500.00 | \$ | 21,500.00 |
| 16 | REMOVE EXISTING CURB                             | 950.00 LF     | \$ | 6.86      | \$ | 6,517.00  |
| 17 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY     | 370.00 SY     | \$ | 16.00     | \$ | 5,920.00  |
| 18 | REMOVE CURB/GRATE INLET                          | 2.00 EA       | \$ | 1,800.00  | \$ | 3,600.00  |
| 19 | SAWCUTTING CURB                                  | 44.00 EA      | \$ | 40.00     | \$ | 1,760.00  |
| 20 | SAWCUTTING RIGID PAVEMENT                        | 1,600.00 LFI  | \$ | 1.10      | \$ | 1,760.00  |
| 21 | SAWCUTTING FLEXIBLE PAVEMENT                     | 22,600.00 LFI | \$ | 0.40      | \$ | 9,040.00  |
| 22 | ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL | 2.00 EA       | \$ | 1,700.00  | \$ | 3,400.00  |
| 23 | REMOVE UNSUITABLE FOUNDATION MATERIAL            | 20.00 CY      | \$ | 71.50     | \$ | 1,430.00  |
| 24 | REPLACE UNSUITABLE FOUNDATION MATERIAL           | 20.00 CY      | \$ | 77.35     | \$ | 1,547.00  |
| 25 | CONCRETE PAVEMENT EXCAVATION INCL. HAUL          | 75.00 CY      | \$ | 150.00    | \$ | 11,250.00 |
| 26 | CONTROLLED DENSITY FILL                          | 10.00 CY      | \$ | 430.00    | \$ | 4,300.00  |
| 27 | CRUSHED SURFACING TOP COURSE                     | 90.00 CY      | \$ | 119.50    | \$ | 10,755.00 |

|    |   |               |    |        |    |            |
|----|---|---------------|----|--------|----|------------|
| 28 | CSTC FOR SIDEWALK AND DRIVEWAYS                                 | 26.00 CY      | \$ | 263.00 | \$ | 6,838.00   |
| 29 | CRACK SEALING, LESS THAN 1 INCH                                 | 30,000.00 LF  | \$ | 1.43   | \$ | 42,900.00  |
| 30 | CRACK SEALING, 1 INCH TO 3 INCH                                 | 7,000.00 LF   | \$ | 2.29   | \$ | 16,030.00  |
| 31 | CRACK SEALING, 3 INCH TO 6 INCH                                 | 1,500.00 LF   | \$ | 9.14   | \$ | 13,710.00  |
| 32 | HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK                     | 27,206.00 SY  | \$ | 14.82  | \$ | 403,192.92 |
| 33 | HMA CL. 3/8 IN. LIGHT TRAFFIC, 1 INCH THICK                     | 7,148.00 SY   | \$ | 10.20  | \$ | 72,909.60  |
| 34 | COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.                      | 1,900.00 TON  | \$ | 128.23 | \$ | 243,637.00 |
| 35 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.                       | 10.00 TON     | \$ | 445.00 | \$ | 4,450.00   |
| 36 | COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK                     | 5.00 SY       | \$ | 210.00 | \$ | 1,050.00   |
| 37 | HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK | 1,184.00 SY   | \$ | 48.95  | \$ | 57,956.80  |
| 38 | PAVEMENT REPAIR EXCAVATION INCL. HAUL                           | 1,184.00 SY   | \$ | 56.50  | \$ | 66,896.00  |
| 39 | PLANING BITUMINOUS PAVEMENT                                     | 27,200.00 SY  | \$ | 3.77   | \$ | 102,544.00 |
| 40 | PLANING BITUMINOUS PAVEMENT - VARIABLE DEPTH                    | 3,191.00 SY   | \$ | 6.50   | \$ | 20,741.50  |
| 41 | JOB MIX COMPLIANCE PRICE ADJUSTMENT                             | 1.00 EST      | \$ | (1.00) | \$ | (1.00)     |
| 42 | COMPACTION PRICE ADJUSTMENT                                     | 20,500.00 EST | \$ | 1.00   | \$ | 20,500.00  |

|    |   |          |    |          |    |           |
|----|---|----------|----|----------|----|-----------|
| 43 | COMMERCIAL CONCRETE   | 10.00 CY | \$ | 1,140.00 | \$ | 11,400.00 |
| 44 | CATCH BASIN TYPE 1  | 3.00 EA  | \$ | 5,835.00 | \$ | 17,505.00 |
| 45 | GRATE INLET TYPE 3  | 1.00 EA  | \$ | 8,700.00 | \$ | 8,700.00  |
| 46 | RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE                  | 4.00 EA  | \$ | 1,710.00 | \$ | 6,840.00  |
| 47 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE                | 7.00 EA  | \$ | 1,710.00 | \$ | 11,970.00 |
| 48 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 16.00 EA | \$ | 1,710.00 | \$ | 27,360.00 |
| 49 | MH OR DW FRAME AND COVER (STANDARD)                               | 18.00 EA | \$ | 1,710.00 | \$ | 30,780.00 |
| 50 | MH OR DW FRAME AND COVER (LOCKABLE)                               | 30.00 EA | \$ | 1,710.00 | \$ | 51,300.00 |
| 51 | VALVE BOX AND COVER   | 11.00 EA | \$ | 915.00   | \$ | 10,065.00 |
| 52 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH                 | 3.00 EA  | \$ | 3,195.00 | \$ | 9,585.00  |
| 53 | CLEANING EXISTING DRAINAGE STRUCTURE                              | 9.00 EA  | \$ | 895.00   | \$ | 8,055.00  |
| 54 | REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL                        | 10.00 CY | \$ | 57.00    | \$ | 570.00    |
| 55 | REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL                       | 10.00 CY | \$ | 57.00    | \$ | 570.00    |
| 56 | IMPORTED BACKFILL   | 10.00 CY | \$ | 35.00    | \$ | 350.00    |
| 57 | TRENCH SAFETY SYSTEM  | 1.00 LS  | \$ | 3,570.00 | \$ | 3,570.00  |

|    |  |             |    |          |    |           |
|----|--|-------------|----|----------|----|-----------|
| 58 | CATCH BASIN DI SEWER PIPE 8 IN. DIA.                     | 125.00 LF   | \$ | 181.00   | \$ | 22,625.00 |
| 59 | TRENCH EXC. FOR WATER SERVICE TAP                        | 45.00 LF    | \$ | 34.50    | \$ | 1,552.50  |
| 60 | ESC LEAD   | 1.00 LS     | \$ | 1,600.00 | \$ | 1,600.00  |
| 61 | INLET PROTECTION   | 33.00 EA    | \$ | 148.00   | \$ | 4,884.00  |
| 62 | TOPSOIL TYPE A, 2 INCH THICK                             | 255.00 SY   | \$ | 7.00     | \$ | 1,785.00  |
| 63 | HYDROSEEDING   | 105.00 SY   | \$ | 10.00    | \$ | 1,050.00  |
| 64 | SOD INSTALLATION   | 150.00 SY   | \$ | 18.50    | \$ | 2,775.00  |
| 65 | REMOVE AND REPLACE EXISTING<br>SPRINKLER HEADS AND LINES | 1.00 LS     | \$ | 8,600.00 | \$ | 8,600.00  |
| 66 | CEMENT CONCRETE CURB                                     | 1,010.00 LF | \$ | 51.40    | \$ | 51,914.00 |
| 67 | RAISED PAVEMENT MARKER TYPE 2                            | 127.00 EA   | \$ | 7.10     | \$ | 901.70    |
| 68 | CHANNELIZING DEVICES - TYPE 1                            | 3.00 EA     | \$ | 112.00   | \$ | 336.00    |
| 69 | CHANNELIZING DEVICES - TYPE 2                            | 5.00 EA     | \$ | 222.80   | \$ | 1,114.00  |
| 70 | CLASSIFICATION AND PROTECTION OF<br>SURVEY MONUMENTS     | 1.00 LS     | \$ | 5,710.00 | \$ | 5,710.00  |
| 71 | REFERENCE AND REESTABLISH SURVEY<br>MONUMENT             | 13.00 EA    | \$ | 742.00   | \$ | 9,646.00  |
| 72 | MONUMENT FRAME AND COVER                                 | 12.00 EA    | \$ | 1,470.00 | \$ | 17,640.00 |

|                              |  |              |    |           |    |                     |
|------------------------------|--|--------------|----|-----------|----|---------------------|
| 73                           | CEMENT CONCRETE SIDEWALK                           | 655.00 SY    | \$ | 131.00    | \$ | 85,805.00           |
| 74                           | RAMP DETECTABLE WARNING                            | 390.00 SF    | \$ | 34.30     | \$ | 13,377.00           |
| 75                           | SIGNING, PERMANENT - CITY<br>MANUFACTURED SIGNS    | 1.00 LS      | \$ | 25,000.00 | \$ | 25,000.00           |
| 76                           | REMOVAL OF EXISTING PAVEMENT<br>MARKINGS           | 236.00 SF    | \$ | 3.10      | \$ | 731.60              |
| 77                           | PAVEMENT MARKING - DURABLE HEAT<br>APPLIED         | 759.00 SF    | \$ | 9.50      | \$ | 7,210.50            |
| 78                           | PAVEMENT MARKING – DURABLE INLAY<br>TAPE           | 2,740.00 SF  | \$ | 10.55     | \$ | 28,907.00           |
| 79                           | PAVEMENT MARKING - PAINT                           | 1,504.00 SF  | \$ | 2.20      | \$ | 3,308.80            |
| 80                           | WORD AND SYMBOL MARKINGS – DURABLE<br>HEAT APPLIED | 2.00 EA      | \$ | 200.00    | \$ | 400.00              |
| 81                           | REINFORCED DOWELED CURB                            | 11,325.00 LF | \$ | 13.16     | \$ | 149,037.00          |
| 82                           | TRAFFIC ISLAND CONCRETE                            | 1,486.00 SY  | \$ | 49.15     | \$ | 73,036.90           |
| 83                           | BOLLARDS - REMOVABLE                               | 2.00 EA      | \$ | 2,450.00  | \$ | 4,900.00            |
| <b>Schedule A-1 Subtotal</b> |  |              |    |           | \$ | <u>2,327,467.00</u> |

**SCHEDULE A-2**  
***Tax Classification:***

| ITEM<br>NO.                        | ITEM DESCRIPTION | ESTIMATED<br>QUANTITIES | UNIT PRICE              | TOTAL                  |
|------------------------------------|------------------|-------------------------|-------------------------|------------------------|
| <b><i>Summary of Bid Items</i></b> |                  |                         | <b><i>Bid Total</i></b> | \$ <u>2,327,467.00</u> |



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

**Project Number**      **2021096**

**Project Description**      Illinois Ave Grind & Overlay - Perry to Market      **Original Date**      8/1/2022 1:45:00 PM

|                                |                             |                |                            |               |  |               |
|--------------------------------|-----------------------------|----------------|----------------------------|---------------|--|---------------|
| <b>Project Number:</b> 2021096 |                             |                | <b>Engineer's Estimate</b> |               | INLAND ASPHALT<br>COMPANY<br>(Submitted) |               |
| <b>Item No</b>                 | <b>Bid Item Description</b> | <b>Est Qty</b> | <b>Unit Price</b>          | <b>Amount</b> | <b>Unit Price</b>                        | <b>Amount</b> |

**Tax Classification**

Sales tax shall be included in unit prices

|    |  |          |            |            |            |              |
|----|--|----------|------------|------------|------------|--------------|
| 1  | ADA FEATURES SURVEYING                       | 1 LS     | 10,539.00  | 10,539.00  | 2,900.00   | \$2,900.00   |
| 2  | APPRENTICE UTILIZATION                       | 1 LS     | 1,000.00   | 1,000.00   | 30,000.00  | \$30,000.00  |
| 3  | REIMBURSEMENT OF THIRD PARTY DAMAGE          | 1 EST    | 1.00       | 1.00       | 1.00       | \$1.00       |
| 4  | SPCC PLAN                                    | 1 LS     | 1,200.00   | 1,200.00   | 520.00     | \$520.00     |
| 5  | POTHOLING                                    | 4 EA     | 900.00     | 3,600.00   | 750.00     | \$3,000.00   |
| 6  | PUBLIC LIAISON REPRESENTATIVE                | 1 LS     | 20,000.00  | 20,000.00  | 16,000.00  | \$16,000.00  |
| 7  | MOBILIZATION                                 | 1 LS     | 204,000.00 | 204,000.00 | 231,480.68 | \$231,480.68 |
| 8  | PROJECT TEMPORARY TRAFFIC CONTROL            | 1 LS     | 70,000.00  | 70,000.00  | 125,555.00 | \$125,555.00 |
| 9  | SPECIAL SIGNS                                | 120 SF   | 30.00      | 3,600.00   | 22.85      | \$2,742.00   |
| 10 | SEQUENTIAL ARROW SIGNS                       | 600 HR   | 12.00      | 7,200.00   | 5.71       | \$3,426.00   |
| 11 | TYPE III BARRICADE                           | 55 EA    | 100.00     | 5,500.00   | 114.30     | \$6,286.50   |
| 12 | CLEARING AND GRUBBING                        | 1 LS     | 10,000.00  | 10,000.00  | 13,725.00  | \$13,725.00  |
| 13 | TREE PROTECTION ZONE                         | 11 EA    | 350.00     | 3,850.00   | 315.00     | \$3,465.00   |
| 14 | TREE PRUNING                                 | 31 EA    | 400.00     | 12,400.00  | 315.00     | \$9,765.00   |
| 15 | REMOVAL OF STRUCTURE AND OBSTRUCTION         | 1 LS     | 5,000.00   | 5,000.00   | 21,500.00  | \$21,500.00  |
| 16 | REMOVE EXISTING CURB                         | 950 LF   | 10.00      | 9,500.00   | 6.86       | \$6,517.00   |
| 17 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 370 SY   | 15.00      | 5,550.00   | 16.00      | \$5,920.00   |
| 18 | REMOVE CURB/GRATE INLET                      | 2 EA     | 500.00     | 1,000.00   | 1,800.00   | \$3,600.00   |
| 19 | SAWCUTTING CURB                              | 44 EA    | 40.00      | 1,760.00   | 40.00      | \$1,760.00   |
| 20 | SAWCUTTING RIGID PAVEMENT                    | 1600 LFI | 1.50       | 2,400.00   | 1.10       | \$1,760.00   |

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

| <b>Project Number: 2021096</b> |   |                | <b>Engineer's Estimate</b> |               | <b>INLAND ASPHALT<br/>COMPANY<br/>(Submitted)</b> |               |
|--------------------------------|---|----------------|----------------------------|---------------|---|---------------|
| <b>Item<br/>No</b>             | <b>Bid Item Description</b>                                     | <b>Est Qty</b> | <b>Unit<br/>Price</b>      | <b>Amount</b> | <b>Unit<br/>Price</b>                             | <b>Amount</b> |
| 21                             | SAWCUTTING FLEXIBLE PAVEMENT                                    | 22600 LFI      | 1.00                       | 22,600.00     | 0.40  | \$9,040.00    |
| 22                             | ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL                | 2 EA           | 700.00                     | 1,400.00      | 1,700.00  | \$3,400.00    |
| 23                             | REMOVE UNSUITABLE FOUNDATION MATERIAL                           | 20 CY          | 20.00                      | 400.00        | 71.50   | \$1,430.00    |
| 24                             | REPLACE UNSUITABLE FOUNDATION MATERIAL                          | 20 CY          | 50.00                      | 1,000.00      | 77.35   | \$1,547.00    |
| 25                             | CONCRETE PAVEMENT EXCAVATION INCL. HAUL                         | 75 CY          | 150.00                     | 11,250.00     | 150.00  | \$11,250.00   |
| 26                             | CONTROLLED DENSITY FILL   | 10 CY          | 150.00                     | 1,500.00      | 430.00  | \$4,300.00    |
| 27                             | CRUSHED SURFACING TOP COURSE                                    | 90 CY          | 50.00                      | 4,500.00      | 119.50  | \$10,755.00   |
| 28                             | CSTC FOR SIDEWALK AND DRIVEWAYS                                 | 26 CY          | 170.00                     | 4,420.00      | 263.00  | \$6,838.00    |
| 29                             | CRACK SEALING, LESS THAN 1 INCH                                 | 30000 LF       | 1.20                       | 36,000.00     | 1.43  | \$42,900.00   |
| 30                             | CRACK SEALING, 1 INCH TO 3 INCH                                 | 7000 LF        | 6.00                       | 42,000.00     | 2.29  | \$16,030.00   |
| 31                             | CRACK SEALING, 3 INCH TO 6 INCH                                 | 1500 LF        | 12.00                      | 18,000.00     | 9.14  | \$13,710.00   |
| 32                             | HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK                     | 27206 SY       | 15.00                      | 408,090.00    | 14.82   | \$403,192.92  |
| 33                             | HMA CL. 3/8 IN. LIGHT TRAFFIC, 1 INCH THICK                     | 7148 SY        | 7.00                       | 50,036.00     | 10.20   | \$72,909.60   |
| 34                             | COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.                      | 1900 TON       | 170.00                     | 323,000.00    | 128.23  | \$243,637.00  |
| 35                             | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.                       | 10 TON         | 300.00                     | 3,000.00      | 445.00  | \$4,450.00    |
| 36                             | COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK                     | 5 SY           | 20.00                      | 100.00        | 210.00  | \$1,050.00    |
| 37                             | HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK | 1184 SY        | 60.00                      | 71,040.00     | 48.95   | \$57,956.80   |
| 38                             | PAVEMENT REPAIR EXCAVATION INCL. HAUL                           | 1184 SY        | 40.00                      | 47,360.00     | 56.50   | \$66,896.00   |
| 39                             | PLANING BITUMINOUS PAVEMENT                                     | 27200 SY       | 6.00                       | 163,200.00    | 3.77  | \$102,544.00  |

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

| <i>Project Number:</i> 2021096 |   |                | <i>Engineer's Estimate</i> |               | INLAND ASPHALT<br>COMPANY<br>(Submitted) |               |
|--------------------------------|---|----------------|----------------------------|---------------|--|---------------|
| <i>Item No</i>                 | <i>Bid Item Description</i>                                       | <i>Est Qty</i> | <i>Unit Price</i>          | <i>Amount</i> | <i>Unit Price</i>                        | <i>Amount</i> |
| 40                             | PLANING BITUMINOUS PAVEMENT - VARIABLE DEPTH                      | 3191 SY        | 6.00                       | 19,146.00     | 6.50                                     | \$20,741.50   |
| 41                             | JOB MIX COMPLIANCE PRICE ADJUSTMENT                               | 1 EST          | (1.00)                     | (1.00)        | (1.00)                                   | (\$1.00)      |
| 42                             | COMPACTION PRICE ADJUSTMENT                                       | 20500 EST      | 1.00                       | 20,500.00     | 1.00                                     | \$20,500.00   |
| 43                             | COMMERCIAL CONCRETE   | 10 CY          | 150.00                     | 1,500.00      | 1,140.00                                 | \$11,400.00   |
| 44                             | CATCH BASIN TYPE 1  | 3 EA           | 4,000.00                   | 12,000.00     | 5,835.00                                 | \$17,505.00   |
| 45                             | GRATE INLET TYPE 3  | 1 EA           | 1,200.00                   | 1,200.00      | 8,700.00                                 | \$8,700.00    |
| 46                             | RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE                  | 4 EA           | 1,500.00                   | 6,000.00      | 1,710.00                                 | \$6,840.00    |
| 47                             | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE                | 7 EA           | 1,200.00                   | 8,400.00      | 1,710.00                                 | \$11,970.00   |
| 48                             | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 16 EA          | 1,200.00                   | 19,200.00     | 1,710.00                                 | \$27,360.00   |
| 49                             | MH OR DW FRAME AND COVER (STANDARD)                               | 18 EA          | 1,100.00                   | 19,800.00     | 1,710.00                                 | \$30,780.00   |
| 50                             | MH OR DW FRAME AND COVER (LOCKABLE)                               | 30 EA          | 1,100.00                   | 33,000.00     | 1,710.00                                 | \$51,300.00   |
| 51                             | VALVE BOX AND COVER   | 11 EA          | 700.00                     | 7,700.00      | 915.00                                   | \$10,065.00   |
| 52                             | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH                 | 3 EA           | 700.00                     | 2,100.00      | 3,195.00                                 | \$9,585.00    |
| 53                             | CLEANING EXISTING DRAINAGE STRUCTURE                              | 9 EA           | 900.00                     | 8,100.00      | 895.00                                   | \$8,055.00    |
| 54                             | REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL                        | 10 CY          | 40.00                      | 400.00        | 57.00                                    | \$570.00      |
| 55                             | REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL                       | 10 CY          | 35.00                      | 350.00        | 57.00                                    | \$570.00      |
| 56                             | IMPORTED BACKFILL   | 10 CY          | 40.00                      | 400.00        | 35.00                                    | \$350.00      |
| 57                             | TRENCH SAFETY SYSTEM  | 1 LS           | 5,000.00                   | 5,000.00      | 3,570.00                                 | \$3,570.00    |
| 58                             | CATCH BASIN DI SEWER PIPE 8 IN. DIA.                              | 125 LF         | 130.00                     | 16,250.00     | 181.00                                   | \$22,625.00   |
| 59                             | TRENCH EXC. FOR WATER SERVICE TAP                                 | 45 LF          | 20.00                      | 900.00        | 34.50                                    | \$1,552.50    |

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

| <b>Project Number: 2021096</b> |   |                | <b>Engineer's Estimate</b> |               | <b>INLAND ASPHALT<br/>COMPANY<br/>(Submitted)</b> |               |
|--------------------------------|---|----------------|----------------------------|---------------|---|---------------|
| <b>Item<br/>No</b>             | <b>Bid Item Description</b>                           | <b>Est Qty</b> | <b>Unit<br/>Price</b>      | <b>Amount</b> | <b>Unit<br/>Price</b>                             | <b>Amount</b> |
| 60                             | ESC LEAD  | 1 LS           | 5,000.00                   | 5,000.00      | 1,600.00  | \$1,600.00    |
| 61                             | INLET PROTECTION                                      | 33 EA          | 120.00                     | 3,960.00      | 148.00  | \$4,884.00    |
| 62                             | TOPSOIL TYPE A, 2 INCH THICK                          | 255 SY         | 15.00                      | 3,825.00      | 7.00  | \$1,785.00    |
| 63                             | HYDROSEEDING  | 105 SY         | 2.00                       | 210.00        | 10.00   | \$1,050.00    |
| 64                             | SOD INSTALLATION                                      | 150 SY         | 20.00                      | 3,000.00      | 18.50   | \$2,775.00    |
| 65                             | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS           | 6,000.00                   | 6,000.00      | 8,600.00  | \$8,600.00    |
| 66                             | CEMENT CONCRETE CURB                                  | 1010 LF        | 35.00                      | 35,350.00     | 51.40   | \$51,914.00   |
| 67                             | RAISED PAVEMENT MARKER TYPE 2                         | 127 EA         | 15.00                      | 1,905.00      | 7.10  | \$901.70      |
| 68                             | CHANNELIZING DEVICES - TYPE 1                         | 3 EA           | 100.00                     | 300.00        | 112.00  | \$336.00      |
| 69                             | CHANNELIZING DEVICES - TYPE 2                         | 5 EA           | 100.00                     | 500.00        | 222.80  | \$1,114.00    |
| 70                             | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS     | 1 LS           | 4,000.00                   | 4,000.00      | 5,710.00  | \$5,710.00    |
| 71                             | REFERENCE AND REESTABLISH SURVEY MONUMENT             | 13 EA          | 1,000.00                   | 13,000.00     | 742.00  | \$9,646.00    |
| 72                             | MONUMENT FRAME AND COVER                              | 12 EA          | 700.00                     | 8,400.00      | 1,470.00  | \$17,640.00   |
| 73                             | CEMENT CONCRETE SIDEWALK                              | 655 SY         | 70.00                      | 45,850.00     | 131.00  | \$85,805.00   |
| 74                             | RAMP DETECTABLE WARNING                               | 390 SF         | 28.00                      | 10,920.00     | 34.30   | \$13,377.00   |
| 75                             | SIGNING, PERMANENT - CITY MANUFACTURED SIGNS          | 1 LS           | 17,000.00                  | 17,000.00     | 25,000.00   | \$25,000.00   |
| 76                             | REMOVAL OF EXISTING PAVEMENT MARKINGS                 | 236 SF         | 5.00                       | 1,180.00      | 3.10  | \$731.60      |
| 77                             | PAVEMENT MARKING - DURABLE HEAT APPLIED               | 759 SF         | 15.00                      | 11,385.00     | 9.50  | \$7,210.50    |
| 78                             | PAVEMENT MARKING – DURABLE INLAY TAPE                 | 2740 SF        | 15.00                      | 41,100.00     | 10.55   | \$28,907.00   |
| 79                             | PAVEMENT MARKING - PAINT                              | 1504 SF        | 1.00                       | 1,504.00      | 2.20  | \$3,308.80    |

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

| <i>Project Number:</i> 2021096 |   |                | <i>Engineer's Estimate</i> |                       | INLAND ASPHALT COMPANY<br>(Submitted) |               |
|--------------------------------|---|----------------|----------------------------|-----------------------|---------------------------------------|---------------|
| <i>Item No</i>                 | <i>Bid Item Description</i>                     | <i>Est Qty</i> | <i>Unit Price</i>          | <i>Amount</i>         | <i>Unit Price</i>                     | <i>Amount</i> |
| 80                             | WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED | 2 EA           | 400.00                     | 800.00                | 200.00                                | \$400.00      |
| 81                             | REINFORCED DOWELED CURB                         | 11325 LF       | 34.00                      | 385,050.00            | 13.16                                 | \$149,037.00  |
| 82                             | TRAFFIC ISLAND CONCRETE                         | 1486 SY        | 67.00                      | 99,562.00             | 49.15                                 | \$73,036.90   |
| 83                             | BOLLARDS - REMOVABLE                            | 2 EA           | 1,500.00                   | 3,000.00              | 2,450.00                              | \$4,900.00    |
| <b>Bid Total</b>               |   |                |                            | <b>\$2,471,742.00</b> | <b>\$2,327,467.00</b>                 |               |

**SCHEDULE SUMMARY**

|                                    | <i>Sched 1</i> | <i>Sched 2</i> | <i>Sched 3</i> | <i>Sched 4</i> | <i>Sched 5</i> | <i>Sched 6</i> | <i>Total</i> |
|------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| ENGINEER'S ESTIMATE                | 2,471,742.00   | 0.00           | 0.00           | 0.00           | 0.00           | 0.00           | 2,471,742.00 |
| INLAND ASPHALT COMPANY (Submitted) | 2,327,467.00   | 0.00           | 0.00           | 0.00           | 0.00           | 0.00           | 2,327,467.00 |

**Low Bid Contractor:** INLAND ASPHALT COMPANY

|                    | <i>Contractor's Bid</i> | <i>Engineer's Estimate</i> | <i>% Variance</i>     |
|--------------------|-------------------------|----------------------------|-----------------------|
| <i>Schedule 01</i> | 2,327,467.00            | 2,471,742.00               | 5.84 % Under Estimate |
| <i>Schedule 03</i> | 0.00                    | 0.00                       | % Under Estimate      |
| <i>Bid Totals</i>  | 2,327,467.00            | 2,471,742.00               | 5.84 % Under Estimate |



# Agenda Sheet for City Council Meeting of: 08/15/2022

|                                  |   |
|----------------------------------|---|
| <b><u>Date Rec'd</u></b>         | 7/28/2022   |
| <b><u>Clerk's File #</u></b>     | OPR 2021-0832   |
| <b><u>Renews #</u></b>           |   |
| <b><u>Cross Ref #</u></b>        |   |
| <b><u>Project #</u></b>          | 2019171   |
| <b><u>Bid #</u></b>              |   |
| <b><u>Requisition #</u></b>      | CR 23848  |
| <b><u>Submitting Dept</u></b>    | ENGINEERING SERVICES  |
| <b><u>Contact Name/Phone</u></b> | DAN BULLER 625-6391   |
| <b><u>Contact E-Mail</u></b>     | DBULLER@SPOKANECITY.ORG   |
| <b><u>Agenda Item Type</u></b>   | Contract Item   |
| <b><u>Agenda Item Name</u></b>   | 0370 - ADMINISTRATIVE RESERVE INCREASE HAVANA WELL WITH LARIVIERE |

## **Agenda Wording**

Administrative Reserve increase for \$250,000 to the contract with LaRiviere, Inc. for the Havana Well Station.

## **Summary (Background)**

The original electrical system design required major revisions to align with Avista's available supply and service standards. The materials and labor for this change were covered by the administrative reserve, however the current reserve is mostly depleted with several months of construction remaining. Therefore, an additional \$250,000, or 4% of the contract price, is requested to replenish the administrative reserve for any further issues that may arise.

Lease? NO Grant related? NO Public Works? YES

## **Fiscal Impact**

Expense \$ \$250,000.00

Select \$

Select \$

Select \$

## **Budget Account**

# 4250-42300-94340-56501-15783

#

#

#

## **Approvals**

**Dept Head** TWOHIG, KYLE

**Division Director** FEIST, MARLENE

**Finance** ORLOB, KIMBERLY

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

## **Council Notifications**

**Study Session\Other** PIES 7/25

**Council Sponsor** Kinnear

## **Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

ddaniels@spokanecity.org

dbuller@spokanecity.org

hiede@lariviere.co

## **Additional Approvals**

## **Purchasing**

## Committee Agenda Sheet

### PIES

|  |   |
|--|---|
| <b>Submitting Department</b>   | Public Works, Engineering   |
| <b>Contact Name &amp; Phone</b>  | Kyle Twohig 625-6152  |
| <b>Contact Email</b>   | <a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a>  |
| <b>Council Sponsor(s)</b>  | Lori Kinnear  |
| <b>Select Agenda Item Type</b>   | X Consent <input type="checkbox"/> Discussion Time Requested: _____   |
| <b>Agenda Item Name</b>  | Administrative Reserve increase for Havana Well Station project   |
| <b>Summary (Background)</b>  | <ul style="list-style-type: none"> <li>A new well station at Havana &amp; 5<sup>th</sup> is under construction and is designed to increase water supply reliability and redundancy and to increase operational flexibility.</li> <li>The original electrical system design required major revisions to align with Avista's available supply and service standards</li> <li>The materials and labor for this change were covered by the administrative reserve, however the current reserve is mostly depleted with several months of construction remaining</li> <li>Requesting to replenish the administrative reserve with \$250,000 or ~4% of the contract amount to account for any further issues that may arise.</li> </ul> |
| <b>Proposed Council Action &amp; Date:</b>   | Request to increase the administrative reserve for the project will be brought before City Council for approval.  |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source      X One-time <input type="checkbox"/> Recurring<br>Specify funding source: project funds (generally street or utility funds)<br><br>Expense Occurrence      X One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.)  |   |
| <b>Operations Impacts</b>  |   |
| What impacts would the proposal have on historically excluded communities?<br><br>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. |   |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?<br><br>N/A – This contract supports a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.  |   |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance capital projects.





**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 7/28/2022     |
| <b>Clerk's File #</b> | OPR 2022-0578 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          | RFP 5650-22   |
| <b>Requisition #</b>  | CR 23849      |

|                           |   |
|---------------------------|---|
| <b>Submitting Dept</b>    | FLEET SERVICES  |
| <b>Contact Name/Phone</b> | RICK GIDDINGS 5096257706  |
| <b>Contact E-Mail</b>     | RGIDDINGS@SPOKANECITY.ORG   |
| <b>Agenda Item Type</b>   | Contract Item   |
| <b>Agenda Item Name</b>   | 5100-CONTRACT WITH MATRIX CONSULTING FOR POLICE VEHICLE USAGE STUDY |

**Agenda Wording**

Fleet Services is seeking contract approval with Matrix Consulting in the amount of \$61,100 not including any applicable sales tax for completion of the Police Cost and Usage Analysis.

**Summary (Background)**

On May 2, City Council passed Ordinance C36201 which appropriated ARPA funding to procure a police vehicle cost/usage study. RFP 5650-22 was drafted and submitted, resulting in two responses. A selection committee comprised of representatives from Fleet, Police, Purchasing, and City Council evaluated and scored the proposals, unanimously selecting Matrix Consulting to be awarded the contract.

|  |                    |   |
|--|--------------------|---|
| Lease? NO  | Grant related? YES | Public Works? NO                                  |
| <b><u>Fiscal Impact</u></b>                      |                    | <b><u>Budget Account</u></b>                      |
| Expense  | \$ 61,100          | # 1425-88155-48348-54201-97315                    |
| Select   | \$                 | #   |
| Select   | \$                 | #   |
| Select   | \$                 | #   |
| <b><u>Approvals</u></b>                          |                    | <b><u>Council Notifications</u></b>               |
| <b><u>Dept Head</u></b>                          | GIDDINGS, RICHARD  | <b><u>Study Session\Other</u></b> PIES 07/25/2022 |
| <b><u>Division Director</u></b>                  | WALLACE, TONYA     | <b><u>Council Sponsor</u></b> Kinnear             |
| <b><u>Finance</u></b>                            | ORLOB, KIMBERLY    | <b><u>Distribution List</u></b>                   |
| <b><u>Legal</u></b>                              | PICCOLO, MIKE      | rgiddings@spokanecity.org                         |
| <b><u>For the Mayor</u></b>                      | ORMSBY, MICHAEL    | Fleet Services Accounting                         |
| <b><u>Additional Approvals</u></b>               |                    |   |
| <b><u>Purchasing</u></b>                         |                    |   |
| <b><u>GRANTS, CONTRACTS &amp; PURCHASING</u></b> | MURRAY, MICHELLE   |   |
|  |                    |   |
|  |                    |   |

## Committee Agenda Sheet

### [Public Infrastructure, Environment and Sustainability Committee]

|   |   |
|---|---|
| <b>Submitting Department</b>  | Fleet Services  |
| <b>Contact Name &amp; Phone</b>   | Rick Giddings – 625-7706  |
| <b>Contact Email</b>  | <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>  |
| <b>Council Sponsor(s)</b>   | Lori Kinnear  |
| <b>Select Agenda Item Type</b>  | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____   |
| <b>Agenda Item Name</b>   | Matrix Consulting Contract Award for RFP 5650-22  |
| <b>Summary (Background)</b>   | <p>On May 2, City Council passed Ordinance C36201 which appropriated ARPA funding, “to be used solely for a study to reduce police vehicle maintenance and purchase costs by proposing reforms to take home vehicle, when cages are included and fleet rotational policies and recommend electric vehicle model choices based on experiences of other police departments and independent analysis.”</p> <p>RFP 5650-22 was immediately drafted and submitted, resulting in two responses.</p> <p>A selection committee comprised of representatives from Fleet, Police, Purchasing, and City Council evaluated and scored the proposals, unanimously selecting Matrix Consulting.</p> <p>Fleet Services is seeking contract approval with Matrix Consulting in the amount of \$61,100 not including sales tax for completion of the Police Cost and Usage Analysis.</p> |
| <b>Proposed Council Action &amp; Date:</b>  | Contract Approval on August 8, 2022   |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) None |   |
| <b>Operations Impacts</b>   |   |
| What impacts would the proposal have on historically excluded communities? – <b>None Identified</b>   |   |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <b>N/A</b>   |   |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <b>N/A</b>  |   |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – <b>Aligns with Sustainability Action Plan, Capital Improvement Program, and fulfills City Council Ordinance requirement.</b>   |   |



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: CITY OF SPOKANE POLICE  
VEHICLES COST & USAGE ANALYSIS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MATRIX CONSULTING GROUP**, whose address is 1650 South Amphlett Blvd., Suite 213, San Mateo, California 94402 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide a Cost and Usage Analysis for City of Spokane Police Vehicles, and*

*WHEREAS, the Consultant was selected from Request for Proposals No. 5650-22.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on August 1, 2022, and ends on March 1, 2023, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Proposal, and in Consultant's Response dated June 27, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$61,100.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor 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.

## **9. SOCIAL EQUITY REQUIREMENTS.**

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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the –forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon



notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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 Agreement by having legally-binding representatives affix their signatures below.

**MATRIX CONSULTING GROUP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Response to RFP dated June 27, 2022

## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

|  |                                     |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print)                    | <hr/> Signature                     |
| <hr/> Title of Certifying Official (Type or Print)                   | <hr/> Date (Type or Print)          |

## EXHIBIT B

## Bid Response Summary

**Bid Number** RFP 5650-22  
**Bid Title** City of Spokane Police Vehicle Cost & Usage Analysis  
**Due Date** Monday, June 27, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Matrix Consulting Group, Ltd.  
**Submitted By** Richard Brady - Monday, June 27, 2022 11:54:15 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 proposals@matrixcg.net 650-858-0507

### Comments

### Question Responses

| Group                                | Reference Number | Question  | Response   |
|--------------------------------------|------------------|---|--|
| Contact                              |                  |   |  |
|                                      | 1                | Please indicate the appropriate point of contact (including phone number and email) regarding this proposal and placement of contract if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.                                 | Richard Brady,<br>President 650-858-0507<br>proposals@matrixcg.net<br>or rbrady@matrixcg.net |
|                                      | 2                | Please explicitly specify the name and email address of the individual empowered to sign a contract with the City, if awarded.  | Richard Brady,<br>President<br>rbrady@matrixcg.net   |
| Order Placement/Approval             |                  |   |  |
|                                      | 1                | Award of this business is subject to approval of City Council. Award is anticipated in July 2022 for start promptly following approval.   | Understood and Agreed  |
| Contract Terms                       |                  |   |  |
|                                      | 1                | This business shall be awarded on a one (1) year contract with an optional one (1) year renewal at mutual consent.  | Understood and Agreed  |
| Proposal                             |                  |   |  |
|                                      | 1                | Supplier should read the '5650-22 City of Spokane Police Vehicles Cost & Usage Analysis' document so named in the 'Documents' tab before providing a proposal for these services. Questions about the direction in that document must be asked in the 'Clarifications' tab on this project. | Understood and Agreed  |
|                                      | 2                | Proposals for only part of the services requested will not be considered for award.   | Understood and Agreed  |
|                                      | 3                | Proposals for this business must be uploaded here (please note all pages - except for 'proprietary information' - must be uploaded as a single document).   | Spokane Fleet<br>Proposal.pdf  |
|                                      | 4                | Proposal 'proprietary information' may be uploaded here (please note all pages must be uploaded as a single document).  |  |
| Debriefing of Unsuccessful Proposers |                  |   |  |

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| 1                                 | Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. Discussion will be limited to a critique of the requesting Firm's proposal. Debriefing conferences may be conducted by virtual meeting or on the telephone.  | Understood and Agreed |
| Payment Terms                     |   |                       |
| 1                                 | Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City contract will be issued. If the City objects to all or any portion of an invoice, it shall notify the firm and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.   | Understood and Agreed |
| 2                                 | All invoices shall reference the City's contract number provided upon award of the business.  | Understood and Agreed |
| Sales Tax                         |   |                       |
| 1                                 | The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.   | Understood and Agreed |
| Business Registration Requirement |   |                       |
| 1                                 | Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 360-705-6741 to obtain a business registration. If the supplier 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. | Understood and Agreed |
| 2                                 | Supplier's Business Registration No.  | 602727253             |
| Terms & Conditions                |   |                       |
| 1                                 | Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.  | Understood and Agreed |



# **Proposal to Provide a Police Vehicle Cost and Usage Analysis**

**SPOKANE, WASHINGTON**

June 27, 2022



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June 27, 2022

Thea Prince  
Purchasing Department  
City of Spokane  
915 N. Nelson Street  
Spokane, WA 99202

Dear Ms. Prince,

The Matrix Consulting Group are pleased to provide this proposal for a Police Vehicle Cost and Usage Analysis to the City of Spokane. We are uniquely qualified to conduct this project because we have a team of experienced fleet management consultants who have done extensive work with fleets across the United States, and we can augment this fleet expertise with knowledge of police operations. In fact, we are currently engaged with the City to develop a Public Safety Overtime Study. Moreover, the firm worked with the Spokane Police Department (SPD) over a decade ago on a Citywide Operations Study.

Matrix Consulting Group is a corporation headquartered in San Mateo, California. The firm is celebrating our 20<sup>th</sup> year of providing consulting services to clients throughout North America. The firm offers a full range of services to government organizations including management studies, performance audits, cost of service and user fee studies, and targeted reviews of focused issues. We have completed more than 1,400 reviews of which more than 300 were fleet related and over 400 were police related.

Our dedicated fleet consulting team is skilled, certified, and recognized as premier fleet experts in the industry. Our proposed team has conducted fleet best practice reviews, utilization studies, replacement planning, maintenance staffing, electric vehicle conversion projects and benchmarking comparisons for dozens of clients. Katherine Vigneau, CAFM, who heads our fleet management practice, will manage this project. With more than 30 years of experience in the industry, she is a recognized consultant, columnist, speaker, and trainer on a myriad of fleet topics.

Several key general elements of the analytical consulting services we provide are our thorough research, detailed analysis and frequent interaction with our clients. This results in clear reports that support our recommendations along with an executable

implementation plan. We also involve a principal of the firm in every facet of the study to ensure quality and responsiveness.

For this specific project, our work plan involves four key steps to fully evaluate the seven functional areas identified in the RFP (governance, utilization, take-home vehicles, lifecycles, maintenance, operational shifts and electric vehicle conversion):

- Create a fleet profile. We will analyze data submitted by the city and conduct initial interviews to create a consolidated inventory and understanding of the organization, policy framework, technology in use and issues for future review.
- Compare SPD to industry best practices. Through additional interviews and data analysis we will compare SPD with our databank of industry benchmarks.
- Conduct a benchmarking study. After identifying similar partners, we will compare SPD to these partners in the seven key functional areas.
- Prepare a final report. We will ensure all our findings are documented and that recommendations include the associated costs and benefits.

We pride ourselves as being objective evaluators who will put the interests of our client first and we have no affiliation with any other suppliers. We understand that this is a significant investment for the City and we appreciate this opportunity to work with you.

As President of the firm, I have the authority to bind the firm by signing below. I can attest that there are no current or former employees from Spokane employed by or on the firm's governing board. Furthermore, I acknowledge that the firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed to.

As project executive, I will have contract oversight and project quality control roles from our headquarters office in Northern California. I have a similar role on our current study of Spokane's Public Safety Overtime and I was project manager for the citywide Operations Study conducted by our firm over 10 years ago. The project's day-to-day operations and direction will be managed by Katherine Vigneau from our office in Nova Scotia. Please do not hesitate to contact me at [rbrady@matrixcg.net](mailto:rbrady@matrixcg.net), or by phone at (650) 858-0507.



Richard Brady  
President

**Matrix Consulting Group**

## 2. Technical Proposal

This section of our proposal outlines our general principles and presents the proposed task plan for assisting the city with their needs.

### A. Project Understanding, Methodology and Team

#### (1) Project Understanding

The Spokane Police Department (SPD) supports its' citizens with a staff of 449 employees, including 356 sworn officers. In the last four years, SPD has responded to an average of over 240,000 annual calls. The SPD fleet is comprised of 412 units which are used for patrol, traffic, administration, investigation, and training, and includes many specialty support vehicles.

SPD is interested in lowering the maintenance and purchase costs of their fleet while continuing to maintain the overall operational effectiveness of SPD. To achieve this goal, City has commissioned this study to analyze their operations and compare them to other police departments and industry best practices in several key areas including:

- Take-home vehicles
- Multi-shift schedules
- Vehicle purchasing
- Commissioning
- Retention
- Fleet rotational policies
- Electric vehicle models

We will address each of the functional areas in the best practice comparison and benchmarking review.

#### (2) General Approach

We believe that several aspects of our study approach should be mentioned and stressed.

#### Project Management

One critical success factor in conducting any project in an efficient, timely, and effective manner is project management. Aspects of project management include:

- **General.** Our approach ensures that efficiencies are achieved in the gathering and analysis of information, disruption to the day-to-day operations of SPD are minimized, and later tasks build upon the results of earlier ones so that backtracking and redundant work effort (and unnecessary costs) are avoided. We will have a dedicated, experienced project manager, provide bi-weekly updates and meet weekly at a designated time.
- **Timelines.** We will meet all deadlines. No excuses or exceptions will be offered from our perspective. Items outside of our control (availability of data and key personnel) will be discussed as soon as they endanger the approved timeline.
- **Change Management.** A change management process will be used to address any amendments to deliverables or timeline. Changes will only be made following formal documentation and approval of the client.
- **Communications.** We will have open communication with SPD and will provide cell phone numbers for immediate access to our project team. We will use a mix of email and virtual and live meetings to ensure all parties are in synch.

### Information Gathering

We collect information through a combination of four methods. First, we will give you an MS Excel checklist of the information we need to do this review. It will contain items such as a fleet inventory list, strategic plans and budgets. Next, we collect further information during interviews with stakeholders. We would conduct a site visit to the shop and other facilities where fleet operations take place. Finally, we will be conducting a formal benchmarking survey of outside agencies.

### Employee Involvement

Employee involvement is a critical component of the review. We work closely with the city's assigned Project Lead so there are no surprises when we deliver our findings and recommendations. Since we have direct experience working in local government, we understand the challenges of trying to support a project like this while completing full time responsibilities. We therefore endeavor to maximize the use of available time by distributing agendas ahead of interviews or meetings and a summary of notes following these meetings. In our experience, this methodology results in high implementation rates for our recommendations – the ultimate measure of a successful study.

### **(3) Project Management**

The principal engaged with this project is Richard Brady the President of the firm. He will be responsible for all aspects of contract negotiation and approval as well as quality control of all deliverables. Contact details are as follows:

Richard Brady  
President  
Matrix Consulting Group  
(650) 858-0507  
[rbrady@matrixcg.net](mailto:rbrady@matrixcg.net)

The project manager is Kate Vigneau, CAFM. She will be responsible for managing the project team, all day-to-day project matters and coordinating the completion of deliverables. Her team will consist of three direct reports as detailed in section three of this proposal. Contact details are as follows:

Katherine Vigneau, CAFM  
Director, Fleet  
Matrix Consulting Group  
(705) 305-7052  
[kvigneau@matrixcg.net](mailto:kvigneau@matrixcg.net)

### **(4) Creative Approach**

This study is an opportunity to use our extensive network of industry contacts to build on our databank of research into fleet operations and electrification and use our proven benchmarking methodology.

### **Industry Contacts**

Our core project team members have over one hundred years of collective experience in the fleet industry. They have served on the Board of Directors of North American's leading professional fleet association – NAFA and our Project Manager led their certification program and education development for over a decade. They have hundreds of contacts in government fleet operations, including police fleet managers.

### **Previous Research**

We have an established fleet business with twenty years of experience doing fleet operations and maintenance efficiency studies. In addition, we have rapidly gained

expertise in the emerging electric vehicle (EV) conversion sector. This allows us access to a vast amount of data and knowledge that can inform this study. In particular, our research work in electrification for Santa Clara (CA), Denton (TX), Issaquah (WA), Hydro Ottawa (ON) and Wood Buffalo (AB) is very relevant to this study.

## **Benchmarking Survey**

In the past three years, we have refined our formal benchmarking processes. We have formal training in benchmarking and survey design and have led studies with this as a central focus.

## **B. Proposed Tasks, Team Assignments and Schedule**

This section of our proposal details our recommended Work Plan and describes the allocation of team members to tasks. It also provides a draft schedule showing the dates of all deliverables as well as anticipated time requirements for SPD staff. We have outlined our process for scope changes and included the names of sub-contractors.

### **(1) Work Plan**

We will accomplish all tasks outlined in the RFP. Our recommended order of completion is as follows:

- Create a consolidated fleet profile
- Compare SPD fleet practices to industry best practices
- Conduct a benchmarking review
- Compile a final report

The benchmarking and best practice portions of the analysis will concentrate on understanding and decreasing maintenance and operating costs, rationalizing the policies and usage surrounding take home vehicles, evaluating 24/7 operations and researching options for EV conversion.

### **Task 1 | Establish Fleet Profile**

The project team will first assess and understand the current fleet composition, inventory and management. We will build a detailed inventory including fleet size, composition, age, condition, life expectancy and replacement schedules and analyze all applicable fleet data by department, year, make, model, weight class, mileage, maintenance and fuel type and costs. We will also analyze the decentralized fleet governance approach, capital and



operating budgets, policies, and use of technology. This task allows us to learn about the unique characteristics, programs, and services supported by the fleet and includes:

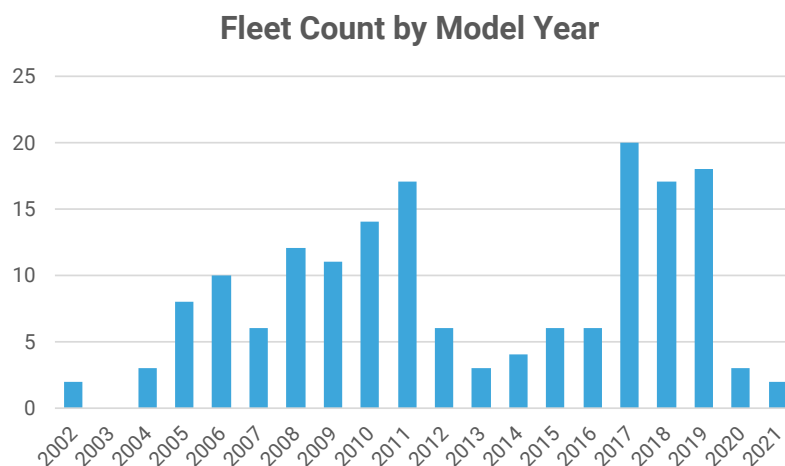
- **Request for Information (RFI).** We will provide the city with a comprehensive RFI that details the data we will require to conduct the project. We will provide a structured data collection template to ensure all required information is collected and to identify any items that are not readily available. We will concentrate on the last three complete fiscal years of cost and utilization data. Many of the organizations we work with do not have all requested data readily available. We will work with you to decide when to use industry averages where the information is not available. An example of a RFI for a recent project appears below.

| Request for Information (RFI)          |   |
|--|---|
| Section #                              | General Information Description   |
| <b>Governance</b>                      |   |
| G-1                                    | Organization's Strategic Plan   |
| G-2                                    | Asset Management Policies and Plans   |
| G-3                                    | Fleet policies and plans (maintenance, fuel, safety, etc.)                              |
| <b>Organization</b>                    |   |
| O-1                                    | Organizational Chart for the entire organization  |
| O-2                                    | List of departmental fleet reps with names, positions, location and contact information |
| <b>Fleet Lifecycle and Replacement</b> |   |
| R-1                                    | Fleet Asset Inventory Listing (see other tabs for format and instructions)              |
| R-2                                    | Fleet Lifecycle policies (acquisition, remarketing, in-service utilization of assets)   |
| R-3                                    | Fleet Lifecycle parameters by unit class (miles/hours, trips or other metrics used)     |
| <b>Utilization</b>                     |   |
| U-1                                    | Established criteria to justify permanent unit assignment                               |
| U-2                                    | Policy on alternatives to ownership allowed/considered                                  |
| U-3                                    | Format for regular utilization reviews  |
| <b>Budget</b>                          |   |
| B-1                                    | Fleet capital budget and expenditures by department (current and last 2 FY)             |
| B-2                                    | Fleet operating budget (fuel and maintenance) and expenditures by department            |
| <b>Information Management</b>          |   |
| I-1                                    | Contract and description of the FIMS in use (models used if applicable)                 |
| I-2                                    | List of users/super-users on FIMS by module   |
| I-3                                    | Description of responsibility and accountability for fleet information                  |
| <b>Maintenance</b>                     |   |
| M-1                                    | List of facilities used for maintenance   |
| M-2                                    | PM schedules  |
| M-3                                    | Metrics on PM compliance and overdue  |
| <b>Sustainability</b>                  |   |
| S-1                                    | Location, fuel type and capacity of all conventional fuel sites used                    |
| S-2                                    | Current EV charging infrastructure  |
| S-3                                    | Costs of fuel by fuel source  |

- **Kick-off.** We will conduct a project kick-off meeting to review study objectives, approach, the work plan, interim deliverables, and schedule.
- **Initial interviews.** Once the project initiation meeting has been completed, we will conduct initial interviews with fleet program stakeholders to enhance our understanding of conditions on the ground. Interviews can be onsite or virtual, depending on client preference and current COVID regulations.
- **Consolidated inventory.** Through data provided and initial interviews, we will establish the fleet inventory that will be the basis for future study. The inventory will contain unit and VIN numbers, make, model, year, purchase date, current odometer, anticipated mileage and capital and operating costs. Where there are gaps in the data, we will discuss workarounds with the city that may involve using industry benchmarks or estimates based on agreed-upon assumptions. A sample consolidated inventory by vehicle type and average mileage can be seen below:

| EQUIPMENT CLASS | COUNT      | AVE MILEAGE   |
|-----------------|------------|---------------|
| Sedan           | 5          | 27,283        |
| SUV             | 32         | 40,528        |
| Van             | 13         | 67,746        |
| Pick-up         | 55         | 55,636        |
| Truck MD        | 42         | 48,983        |
| Truck Dump      | 13         | 45,351        |
| Truck Service   | 8          | 18,126        |
| Heavy Equipment | 1          | 47,020        |
| <b>TOTAL</b>    | <b>169</b> | <b>47,696</b> |

We will use diagrams and graphs to illustrate important information such as annual fleet units purchased in the example below:



- **Project management and reporting framework.** From project kick-off, a framework will be in place to ensure overall management of all aspects of the review. We will collaborate with the city to select a regular time for project update meetings and will provide a summary of progress and challenges.

A draft profile will be submitted to allow the city to edit or add to the information collected. The final version of the fleet profile will be the baseline upon which all future deliverables are built.

## TASK RESULT

**Current fleet profile report with a consolidated inventory, and sections on organization, responsibilities, budget, policies and technology.**

## Task 2 | Compare Fleet to Best Practices

In this task, the project team will analyze the efficiency and effectiveness in the delivery of fleet services in the organization. This assessment will focus on the degree to which SPD follows recognized industry best management practices and opportunities to improve fleet program management and/or lower costs. The following areas will be included in our review:

**Governance.** We will review how the fleet program is governed from a corporate perspective including policies related to management of the fleet and use of vehicles, the division of responsibilities between fleet program stakeholders, the degree of centralization, lines of communication, and customer service protocols.

**Utilization.** This involves looking at fleet usage by vehicle class which can include mileage, hours and/or shifts to ensure there are adequate vehicles in place and opportunities to rotate, share or pool vehicles are maximized. We will ensure vehicle assignments meet operational requirements and explore the advantages of standard versus custom specifications.

### Take-Home Vehicles (THVs).

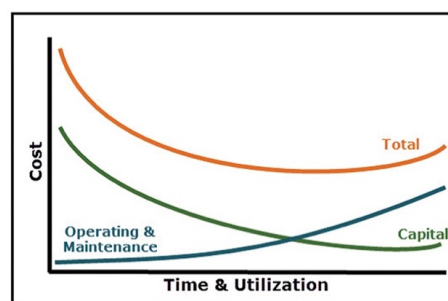
SPD has posed several questions on the number, criteria, policies and financial and other costs and benefits regarding THVs. In a police environment, vehicles are taken home for one or both of the following reasons – it is a vehicle assigned as part of a benefits package, or the vehicle is assigned due to an on-call or emergency response requirement.

As police recruitment and retention become more difficult, take-home vehicles can be a valuable tool to attract and keep talent. We have assisted several municipal organizations develop and refine THV policies. A thorough review of the following is essential in order to recommend a policy and program for SPD:

- Meet with SPD on the historic use and future goals of the THV program.
- Review existing take home car policies and adherence to the policy.
- Compile a list of current take home vehicles and the distances travelled annually.
- Calculate the operating costs (maintenance and fuel) as well as capital costs associated with the current program.
- Examine non-financial costs and benefits of a THV program such as recruitment, retention and morale.
- Recommend a program that meets the goals of SPD.

**Lifecycles.** Replacement criteria are a set of parameters that initiate planning for the replacement of an asset. Fleet replacement parameters should be set as time (months in service) and use (miles or engine hours) for each class of vehicles in each use case in a fleet. More mature systems employ additional factors which may include maintenance history, costs, downtime and even driver preference. Points can be assigned based on all named criteria to help identify which vehicles need to be replaced first. We have a sophisticated and proven model which we can compare to that in use by SPD and make recommendations to both identify problem vehicles and select vehicles for replacement.

Vehicle capital costs tend to decline over time (because annual depreciation is highest in the initial years of ownership), while operating and maintenance costs increase. The combination of these two basic curve functions results in a “U-Shaped” total cost curve. The economic theory of vehicle and equipment replacement predicts that vehicles and equipment should ideally be replaced



during the flat portion of the curve; that is, at the time annual operating costs begin to outweigh capital costs. Replacing an asset at this point produces the lowest lifecycle costs. The graph, which is from APWA’s publication “Managing Public Equipment”, illustrates this concept.

The total cost curve can vary significantly for different types of vehicles and different uses. Factors that impact total costs and lifecycle timing include purchase prices,

differences in operating environments, utilization levels, maintenance practices, rates of depreciation, etc. Consequently, replacement criteria must be developed for all types of vehicles in a fleet.

In this task, we will assess the lifecycles for all types of vehicles in all use cases in the fleet. The lifecycle of an asset changes based on usage so a vehicle used on a 24/7 basis will have a different lifecycle than one permanently assigned. To calculate optimum lifecycles we need to capture the historic capital and operating costs of vehicles and determine at which point in its use the Total Cost of Ownership (TCO) is the least. We use models recommended by NAFA Fleet Management Association as well as our fleet tool to calculate optimum lifecycles.

**Maintenance and Repair Practices.** In this area, we will provide a thorough assessment of SPD's maintenance and repair practices including but not limited to the following elements:

- Workflow, scheduling, work order process, parts requisitioning, quality assurance, and customer communication.
- Preventive maintenance including program design, intervals, overall success at meeting schedules, and recording keeping / reporting practices.
- Outsourcing practices including availability, transportation times, types of services outsourced, vendor selection, contracting practices, supervision, quality and timeliness of services, and overall comparison of the costs of performing maintenance services in-house versus using an external source.
- The adequacy of staff, bays and tools to promote efficient operations.
- Vehicle commissioning/upfitting practices.

The focus of this assessment will be the operational practices and associated costs in order to recommend efficiencies that can be gained by following best practices.

**Operational Shifts.** We will study current shift schedules and recommend improvements that could increase efficiency. We will evaluate the operational and lifecycle costs of deploying vehicles in multishift "hotseat" schedules including maintenance costs and warranty implications.

**EV Conversion.** We will evaluate opportunities to decrease the use of conventional fuels and identify opportunities to convert the fleet to AFVs where possible. Our work in this area with other fleets led to the creation of a ten-step process for fleet conversion:

**Step 1.** Create goals and targets within the framework of a Sustainable Fleet Plan.

- Step 2.** Determine suitability of vehicles for conversion.
- Step 3.** Identify when assets are due for replacement.
- Step 4.** Study market to determine availability of AFVs.
- Step 5.** Create a multi-year plan for AFV conversion.
- Step 6.** Determine the charging/infrastructure support required.
- Step 7.** Research and apply for grant funding.
- Step 8.** Revise maintenance plans and schedules.
- Step 9.** Train mechanics on new requirements.
- Step 10.** Train drivers on eco-driving and care and control of AFVs.

This process will help identify which police vehicle assignments or operational needs are suitable to be performed by cost effective EVs that are currently available and the Total Cost of Ownership (TCO) involved. It will also determine the impact of charging speed, battery range, parking and charging locations on EV deployment decisions.

The resulting Best Practices Checklist will cover how SPD meets each industry standard in a checklist format as shown below. Note that each topic will be the subject of a chapter in the final report where findings, recommendations and savings will be identified.

| Sustainability Criteria |  | Rating | Comment  |
|-------------------------|--|--------|--|
| 1                       | The organization has a Sustainable Plan with goals to meet the Net-Zero targets of the Federal government. | ~      | The organization has a 5-year strategic direction document which includes sustainability goals. Among these are a commitment to achieve net zero status by 2030. This goal is not currently supported with a plan to achieve it. |
| 2                       | The organization measures GHG emissions.   | ✓      | Greenhouse gas emissions are a key metric for gauging progress toward net zero operations, and the organization reports on its GHG emissions as part of its strategic plan.  |
| 3                       | The organization tracks and seeks to lower fuel usage.   | ~      | Fuel usage is tracked. A manual process is required to produce reports and should be integrated within their FMIS. The organization has a policy on reducing idling for light-duty vehicles.                                     |
| 4                       | Alternative fuels are considered when vehicles are being replaced.   | ✓      | Alternative fuel vehicles are the first choice when purchasing new assets and are listed as the organization's preference in specifications.   |
| 5                       | Future infrastructure needs are being planned to accommodate sustainable fleet vehicles.                   | ✓      | The organization has plans to order 40 EV charging stations subsidized by the Federal Government. The project is pending funding approval.   |

## TASK RESULT

**Best Practice Checklist (chapters on each topic including recommendations and associated costs and benefits will be flushed out in the Final Report).**

### Task 3 | Benchmark Fleet with Other Agencies

Our extensive experience means that we have a large volume of relevant benchmarking data at our disposal. In addition to referring to these industry benchmarks, we will perform a benchmarking exercise with organizations similar to SPD. We will follow a well-tested process to perform this part of the study.

- Design the survey. We will design a survey to cover the seven areas mentioned in Task 2 – governance, utilization, THV, lifecycles, maintenance, operational shifts and EV conversion. The survey will be reviewed and approved by the SPD Project Manager.
- Select benchmarking partners. We will use our contacts in the fleet sector to identify like organizations. Our proposal is based on selecting five partners for direct comparison. Experience has shown that a letter from SPD describing the project and offering to share the results is a strong enticement to get others to participate. All selections will be approved by the SPD Project Manager. We also believe that a few engaged partners is more beneficial than a large number of 'partners' who are not committed to providing quality data and information.
- Conduct the survey. We will distribute the benchmarking survey electronically but collect the information and observations in telephone interviews in the interests of time.
- Document results. We will prepare a benchmarking report comparing SPD to the five selected partners. This report will eventually form a chapter in the final report.

In a recent engagement, we compared a fire fleet with three partners across more than thirty areas. We commenced by collecting the information shown in the table below:

| <b>Benchmarking Survey</b> | <b>M</b> | <b>B</b>  | <b>L</b> | <b>V</b> |
|----------------------------|----------|-----------|----------|----------|
| City Population            | 828,854  | 603,346   | 404,699  | 323,281  |
| Staff                      | 770      | 550       | 416      | 300      |
| Annual Calls               | 28,883   | 23,024    | 9,960    | 11,000   |
| Fleet Size                 | 92 units | 117 units | 86 units | 61 units |

| <b>Benchmarking Survey</b>                        | <b>M</b>                  | <b>B</b>                 | <b>L</b>                     | <b>V</b>                                    |
|---|---------------------------|--------------------------|------------------------------|---|
| Fleet Size (Light Duty units vs. Apparatus units) | LD 39% Apparatus 61%      | LD 68% Apparatus 32%     | LD 67% Apparatus 33%         | LD 51% Apparatus 48%                        |
| Mechanics   | 7                         | 8                        | 7                            | 4   |
| Fleet Parts Techs                                 | 1                         | 3                        | 0                            | 0   |
| Annual Work Orders                                | Not available due to FMIS | 1,104                    | 850                          | Not available due to FMIS                   |
| Bays  | 10                        | 12                       | 6                            | 4   |
| Capital budget (2-year ave)                       | \$9.9 million             | \$1.6 million            | \$1.6 million                | \$2.1 million                               |
| Maintenance budget (in-house)                     | \$768,000                 | \$832,000                | \$777,000                    | \$583,962                                   |
| Annual Fuel Budget                                | \$296,000                 | \$243,000                | \$249,000                    | \$201,252                                   |
| Replacement Plan                                  | 10-year                   | 12-year                  | 15-year                      | None  |
| PM compliance                                     | 90%                       | LD 60-70% Apparatus 100% | Low PM Compliance (reactive) | Not scheduled (Completed as seasons change) |

From this basic data, we can calculate the Vehicle Equivalency Units (VEUs) of each organization's fleet. A VEU represents a relative repair factor that enables comparisons between different types of vehicles and different fleets. The baseline that is used is the passenger sedan which is assigned a VE of 1.0. All other types of vehicles and equipment are given a VE based on the relative level of effort to maintain them in comparison to a sedan. For instance, a law enforcement patrol vehicle is generally given a VE of 2.5, indicating this type of vehicle requires 2.5 times more time to maintain than a sedan. A trailer might be given a VE of .5, while a heavy duty truck, at the other end of the spectrum, a 12.0 (or more).

Using VEUs, fleets composed of dissimilar units can be compared. Some benchmarks we will use for comparison are the overall maintenance costs per VEU, maintenance hours per VEU and staffing per VEU.

## **TASK RESULT**

### **Benchmarking Report comparing SPD to five partners.**



## Task 4 | Final Report

Upon the conclusion of the preceding tasks, we will prepare a detailed report which summarizes the results of each of the previous work tasks and clearly delineates the recommended changes and associated costs. This draft report will include a description of the study methodology and fleet profile.

The report will be structured as follows:

- Executive Summary
- Introduction
- Governance
- Utilization
- Take-Home Vehicles
- Lifecycles
- Maintenance
- Operational Shifts
- EV Conversion
- Recommendation Summary and Implementation Plan
- Appendices
  - Fleet Profile
  - Best Practice Checklist
  - Benchmarking Summary

Once the draft report is complete, we will submit it to the SPD Project Lead and work with them to clarify any questions. Once the report is checked for factual accuracy and comments returned to our project team, we will make the necessary edits and produce a final version. We will provide e-copies of the final report, and all attachments to the SPD Project Lead. We will also provide a presentation summarizing the project results.

### TASK RESULTS

**Draft and Final Reports in the format shown. A PowerPoint presentation summarizing the project.**

## (2) Team Assignments

The project team assignments by task are shown in the table below:

| Task               | Project<br>Mgr<br>Director | Fleet<br>Analyst<br>Manager | Ops<br>Analyst<br>Sr Mgr | Tech<br>Analyst<br>Manager |
|--------------------|----------------------------|-----------------------------|--------------------------|----------------------------|
| 1. Current Profile | 12                         | 8                           | 12                       | 28                         |
| 2. Best Practices  | 16                         | 24                          | 24                       | 32                         |
| 3. Benchmarking    | 40                         | 0                           | 24                       | 40                         |
| 4. Final Report    | 32                         | 8                           | 8                        | 16                         |
| Total Hours        | 100                        | 40                          | 68                       | 116                        |

## (3) Schedule and SPD Involvement

The project can be completed in 20 weeks as shown in the schedule below. Calendar dates will be added to this schedule once the official launch date of the project is known. Fixed dates will be assigned for the submission of draft deliverables, review by SPD, project team edits and final deliverable submission. Deadlines are dependent on the ability of SPD to provide data, be available for interviews and review draft deliverables in a timely manner. Specific contributions for SPD are:

- Attend Kick-off Meeting (week 1)
- Provide information requested (weeks 1-3)
- Schedule and attend interviews (throughout)
- Approve benchmark partners and survey (weeks 3-4)
- Review draft Fleet Profile, Best Practice Checklist, Benchmark Report and Final Report (as shown)

| Task | Description             | Week |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
|------|-------------------------|------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|
|      |                         | 1    | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1    | Project Initiation      |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 1.1  | Kick-off Meeting        |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 1.2  | Request for Info        |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 1.3  | Initial interviews      |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Del  | Fleet Profile           |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 2    | Best Practice Review    |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 2.1  | Review Information      |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 2.2  | Additional Interviews   |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 2.3  | Review/Edits            |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Del  | BP Checklist            |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3    | Benchmark Study         |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3.1  | Design Survey           |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3.2  | Select Partners         |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3.3  | Conduct survey          |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3.4  | Document Results        |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 3.5  | Review/Edits            |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Del  | Benchmark Report        |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 4    | Report                  |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 4.1  | Prepare Draft           |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 4.2  | Coord Changes with City |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| 4.3  | Make Final Edits        |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Del  | Final Report            |      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |

#### (4) Scope Change

A formal scope change process will be in effect should SPD realize that a material change to the existing project plan is needed. The following are the steps to be followed:

- SPD or the Project Manager recognize the need to change the project plan.
- SPD and Project Manager discuss the situation to determine if a change is needed.
  - A change is dubbed material if it increases the time or costs (travel) associated with the project.
  - Mutually agreed upon changes to schedule can be negotiated without a change order.
- The Project Manager documents the change and time/budget implications.
- The Project Manager completes any formal change request document required.
- SPD agrees to the change in writing.
- The Project Manager updates the project plan.

### 3. Management Proposal

This section of our proposal showcases our experience, capabilities, and qualifications to demonstrate the ability to perform the scope of services.

#### A. Experience of the Firm and Proposed Project Team

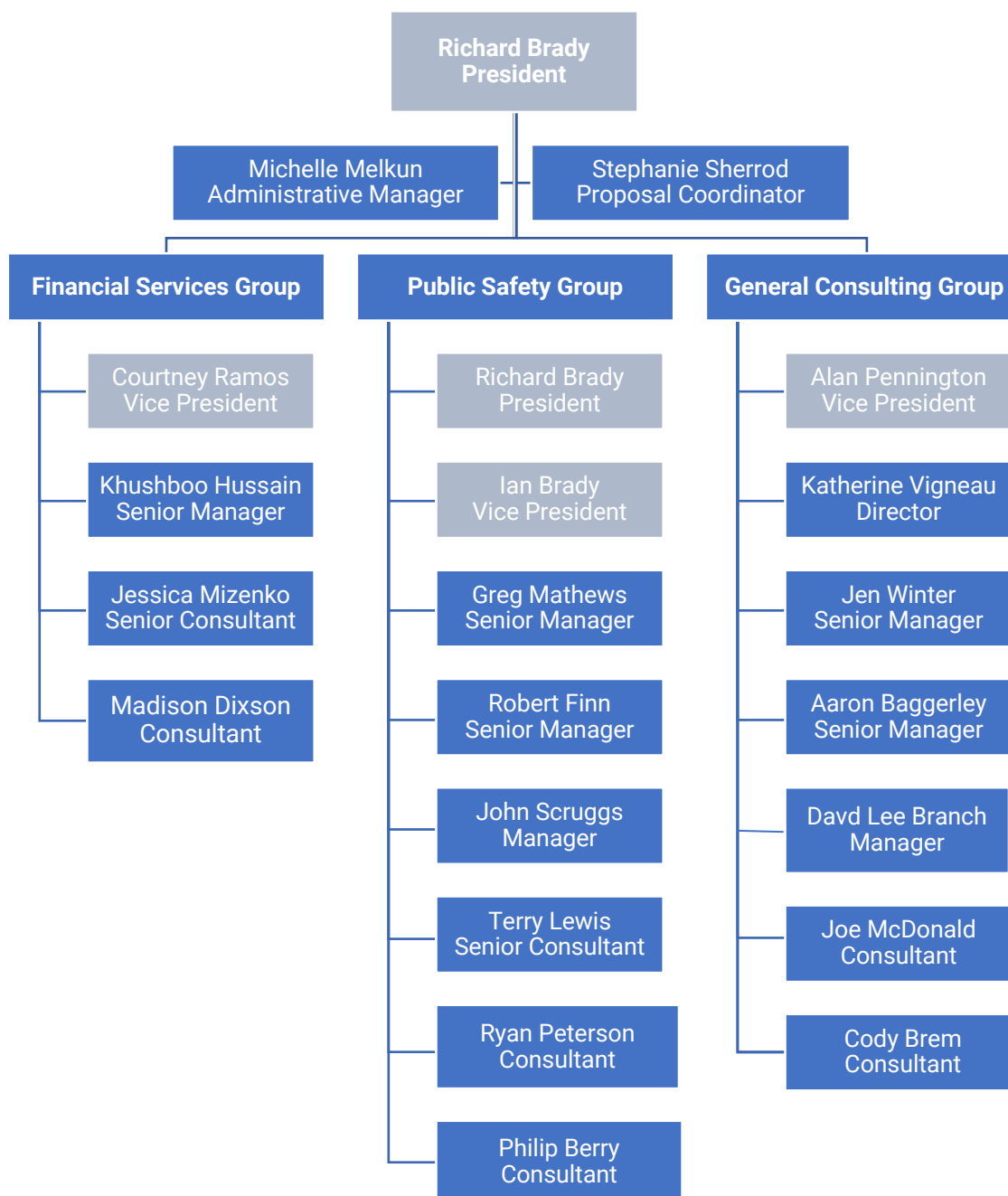
##### (1) Firm Experience

The Matrix Consulting Group is an international management consulting firm focused on assisting governments at all levels improve the quality and cost-effectiveness of their programs and services. In the 20 years since the firm was founded, we have conducted over 1,400 studies of government operations including fleet management public safety operations, public works, financial services, administrative functions, and development services.

Matrix Consulting Group's headquarters is in San Mateo, California. Our firm has grown to 22 employees located in fourteen US states and one Canadian province. Office locations include California (headquarters), Arizona, Illinois, Kentucky, North Carolina, Florida, Oregon, Texas and Nova Scotia (Canada).

##### (2) Firm Organization Chart

The following organizational chart shows the principals (in gray) and structure of the firm by service group.



As a firm, we value participation in professional associations. We are active participants in the International City/County Management Association (ICMA) and Government Finance Officers Association (GFOA). In addition, many of our practice leads belong to Associations specific to their key areas of expertise. Our fleet lead is a member of NAFA Fleet Management Association where she was a Vice President on the Board of Trustees and later their Director of Professional Development.

The market and service focus of the Matrix Consulting Group has always been local government. The following outlines the core services provided by our firm:

**Law Enforcement**

Staffing analysis  
Patrol scheduling and deployment  
Patrol beat redesign  
Community policing  
Management studies  
Regionalized & consolidation feasibility  
Contract compliance audits  
Overtime audits  
Projections and growth impact

**Fire and EMS**

Master and strategic plans  
Station location planning  
Staffing analysis  
Scheduling and deployment  
Standard of coverage  
Regionalized & consolidation feasibility  
Management studies  
Contract compliance audits

**Emergency Communications**

Staffing analysis  
Operations analysis  
Consolidation feasibility  
Implementation assistance

**Corrections and Justice**

Operational analysis  
Staffing analysis  
Needs assessments and master plans  
Community corrections alternatives

**Financial Services**

Full cost allocation plans  
Super Circular cost plans  
Cost of services  
User fees  
Development impact / Nexus  
Billable/hourly rates  
Internal controls audits

**Community Development**

Permit streamlining  
Organization and staffing studies  
Permitting software decisions  
Customer service  
Service level standards

**Administrative**

Organizational assessments  
Staffing analysis  
Performance management  
Shared services analysis  
Compliance audits  
Information technology  
Process improvement  
Strategic planning

**Public Works and Utilities**

Organizational assessments  
Staffing analysis  
Infrastructure assessments  
Preventive maintenance needs  
Facilities management

**Fleet Management**

Utilization reviews  
Fleet replacement planning  
Fleet size and composition  
Maintenance operations  
Sustainability  
Technology

**Parks, Recreation and Libraries**

Master and strategic planning  
Staffing and program analysis  
Customer service  
Park condition assessments

**Citywide and Countywide**

Organizational assessments  
Strategic planning  
Staffing analysis  
Management analysis  
Customer service  
Shared services

**Higher Education**

Administrative services  
Campus security  
Organizational and staffing analysis  
University-city contract services

**State**

Administrative services  
Organizational and staffing analysis

### (3) Project Team

As the list above shows, one of our core practice areas is fleet management. The firm has had a fleet management practice since its inception. Our dedicated fleet team is comprised of individuals with experience as fleet managers and as fleet consultants. We have conducted over 300 fleet studies and many of these involved utilization, financial management, maintenance best practices, benchmarking, sustainability and replacement planning.

The following table summarizes some of the fleet clients we have worked with over the past 20 years:

|                     |                          |                   |
|---------------------|--------------------------|-------------------|
| Alaska Railroad, AK | Hydro Ottawa, ON         | Phoenix, AZ       |
| Albuquerque, NM     | Issaquah, WA             | Quesnel, BC       |
| Arlington, TX       | Key Energy Services      | RMCP, ON          |
| Bexar County, TX    | Kirkland, WA             | Santa Barbara, CA |
| BJSW Authority, SC  | Lake County, IL          | Santa Clara, CA   |
| Bloomington, MN     | Long Beach, CA           | Scottsdale, AZ    |
| Cal Water, CA       | Los Angeles County, CA   | South Gate, CA    |
| Denton, TX          | Milwaukee Sewerage Comm. | Tiburon, CA       |
| El Paso, TX         | Monterey County, CA      | Vaughan, ON       |
| Evans, CO           | Mount Pleasant, SC       | Walla Walla, WA   |
| Forsyth County, GA  | Nanaimo, BC              | Walnut Creek, CA  |
| Franklin, TN        | Nebraska DOT, NE         | Waltham, MA       |
| Garland, TX         | Northampton, MA          | Watsonville, CA   |
| Greeley, CO         | Oakland, CA              | Wood Buffalo, AB  |

Our project team will be structured as shown in the following chart. Each of these proposed team members would be committed through the project.



All team members are available to commit the hours required to complete this project in 20 weeks as previously described. This team will commit 248 hours or the equivalent of 31 days to the project as shown. Their estimated level of effort (%) is also indicated.

| Name     | Hours | Days | %   |
|----------|-------|------|-----|
| Vigneau  | 100   | 12.5 | 14% |
| Masters  | 40    | 5    | 6%  |
| Matthews | 68    | 8.5  | 10% |
| Branch   | 116   | 14.5 | 16% |
|          | 324   | 40.5 |     |

#### (4) Biographies

We propose a highly experienced project team with significant experience in fleet, sustainability police operations. Our fleet consultants are certified professionals through NAFA Fleet Management Association. They have also had careers as fleet managers before bringing this expertise to the consulting field.

It is important to recognize that member of a member of the team is currently conducting the Spokane Police and Fire Overtime Study and worked on the previous Citywide study of Spokane

The following table provides biographies for our proposed project team. The firm commits that the team identified in this proposal will actually perform the assigned work. Any staff substitution must have the prior approval of SPD.

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**Katherine Vigneau**, CAFM, heads the fleet practice and has more than 30 years of experience as a fleet manager and fleet management consultant. She spent 27 years in the Canadian Army, where she provided oversight for fleet asset management, operations and sustainability of a fleet of 32,000 vehicles. After her retirement in 2010, Kate became a recognized consultant and fleet education and training specialist who acted as the Director of Professional Development for NAFA for over a decade, guiding their fleet education and certification programs. She won the Excellence in Fleet Education award for her volunteer efforts with the Association.

Kate is a sustainable fleet champion who coordinated the development of a Sustainable Certificate for the fleet industry. She is a functional specialist in replacement planning, utilization, best practices, and sustainability and a speaker at industry events such as NAFA's Institute and Expo, The Work Truck Show and CONEXPO. She also writes a regular column for Autosphere and her many articles can be accessed at <https://autosphere.ca/author/kate/?lang=en>. Kate holds a professional designation in fleet management (Certified Automotive Fleet Manager) and two Masters' degrees from the Royal Military College.

**Project Role:** Kate will serve as the Project Manager. She has managed fleet projects with similar tasks for the RCMP (ON), Hydro Ottawa (ON), Long Beach (CA), Denton (TX), Donnelly Construction (DCI), Issaquah (WA), Vaughan (ON), and Wood Buffalo (AB) in the past year.

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**Claude Masters**, CAFM, is a Senior Consultant (subcontractor) who has over 40 years as a fleet manager and fleet management consultant. He is a recognized expert in fleet management, utilization, best practices and sustainability. Claude was the President of NAFA from 2013-2015 and is a frequent speaker at NAFA's annual conference and other industry events. Under his leadership, NAFA introduced a sustainable accreditation program for fleets and a Sustainable Certificate for Fleet Managers.

Prior to retiring in 2019, Claude was the Fleet Manager at Florida Power & Light/ Nextera Energy where he managed a fleet of 4,400 vehicles. There, his team received national recognition for the development of a biodiesel affiliate business (CleanFuels) which now serves the South Florida market. He was also Fleet Manager at Centerpoint Energy/ Houston Lighting & Power where he managed a fleet of 4,300 vehicles for the electric utility and another 1,200 for the gas utility. Claude holds a professional designation in fleet management (Certified Automotive Fleet Manager) and is Six Sigma qualified. He was also a Reserve member of a county sheriff organization for 20 years.

**Project Role:** Claude will be the fleet analyst on this engagement. He has also worked as a fleet analyst on projects such as Santa Clara County (CA), Palm Beach County (FL), Issaquah (WA) and Alaska Railroad (AK).

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**Greg Matthews** is a Senior Manager and has over 25 years of public sector experience, performing as both a senior management consultant and executive manager. For over fifteen years Greg has provided public sector consulting services to cities, counties and special districts throughout the Western U.S., and has completed comprehensive management studies encompassing over 200 operating departments including public works and fleet management. He has also participated as lead consultant in over 100 general consulting engagements, with emphasis in the public works and fleet management fields.

It is important to recognize that Mr. Mathews is currently conducting the Spokane Police and Fire Overtime Study and worked on the previous Citywide study of Spokane.

**Project Role:** Greg will be the operations analyst on this engagement. His experience includes assignments for Spokane (WA), Vacaville (CA), Goodyear (AZ), Sunnyvale (CA), South Coast Water District (CA), Tualatin Valley Water District (OR), the Santa Clara Valley Water District (CA), the Association of California Water Agencies (ACWA), and Barstow (CA).

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**David Branch** is a Manager with the Matrix Consulting Group. Prior to joining the Matrix Consulting Group, he completed internships with the City of Riverside, CA Planning Division and the public policy department of the Los Angeles Chamber of Commerce. He has been both an analyst and project lead on a wide range of government studies covering a variety of City and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet, facilities, parks and recreation, code enforcement, and community development.

He has extensive experience conducting organizational, operational, and staffing assessments for over 100 entities. He recently joined the fleet practice full-time and has been the technical analyst for more than a dozen fleet reviews, conducting utilization studies, rate analysis and replacement planning. He received his BS in Public Policy, Management, and Planning from USC and his Master of Education from University of Missouri St. Louis.

**Project Role:** David will serve as a technical analyst. His recent experience as a fleet technical analyst includes Hydro Ottawa (ON), Issaquah (WA), Ogden (UT), Watsonville (CA), Garland (TX), Forsyth County (GA), Los Angeles County (CA), Santa Barbara (CA), Long Beach (CA) and Anderson County (SC).

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## **B. Fleet Consulting Experience and References**

No other firm can match the combined fleet and operational experience of the proposed team.

- The experience of the team we have assembled is unparalleled. We have a proven project manager, incredible depth in fleet operations by certified professionals, a financial model expert and a fleet facilities representative all supported by a technical analyst.
- The members of our project team have collectively conducted hundreds of fleet reviews and understand the value that can be gained by the organization. We use every opportunity to ensure employees learn and benefit through the process.

Having identified the key operational areas that will be part of this analysis, we offer an overview of clients where we have performed similar work over the past three years:

| Project  | Scope  | Contact  |
|--|--|--|
| <b>Vaughan, ON</b><br>May 2022 - present               | FMIS selection                                       | Michael Ing<br><a href="mailto:michael.ing@vaughan.ca">michael.ing@vaughan.ca</a><br>(416) 553-9938                        |
| <b>Issaquah, WA</b><br>Mar 2022 - present              | Utilization, Electric Conversion and Rates           | Kelly Kussman<br><a href="mailto:kellyk@issaquahwa.gov">kellyk@issaquahwa.gov</a><br>(425) 837-3493                        |
| <b>Minnesota DOT</b><br>Mar 2022 - present             | Best Practices and Electric Conversion               | Greg Waidley<br><a href="mailto:greg.waidley@ctcandassociates.com">greg.waidley@ctcandassociates.com</a><br>(608) 490-0552 |
| <b>Hydro Ottawa, ON</b><br>Jan 2022 - present          | Best Practices, Electric Conversion                  | Dale Williams<br><a href="mailto:dalewilliams@hydroottawa.com">dalewilliams@hydroottawa.com</a><br>(613) 889-0547          |
| <b>Donnelly Construction</b><br>Dec 2021 – Jun 2022    | Best Practices, Utilization, Replacement Plan        | Steve Meade<br><a href="mailto:steve@donnellyconstruction.net">steve@donnellyconstruction.net</a><br>(518) 321-6198        |
| <b>Long Beach, CA</b><br>Dec 2021 – Jun 2022           | Best Practices, Cost Recovery and Utilization        | Dan Berlenbach<br><a href="mailto:dan.berlenbach@longbeach.gov">dan.berlenbach@longbeach.gov</a><br>(562) 570-5401         |
| <b>Cal Water, CA</b><br>Nov 2021 to Mar 2022           | Best Practices, Safety Program Policy Review         | Alexander Williams<br><a href="mailto:awilliams@calwater.com">awilliams@calwater.com</a><br>(209) 597-7578                 |
| <b>Santa Barbara, CA</b><br>Nov 2021 to present        | Cost Recovery and Utilization                        | Angela Oslund<br><a href="mailto:AOSlund@SantaBarbaraCA.gov">AOSlund@SantaBarbaraCA.gov</a><br>(805) 564-5568              |
| <b>Denton, TX</b><br>Jul to Oct 2021                   | Phase II – Outsourcing and EVs                       | Ethan Cox<br><a href="mailto:Ethan.Cox@cityofdenton.com">Ethan.Cox@cityofdenton.com</a><br>(940) 349-7421                  |
| <b>RCMP, ON</b><br>Mar to Nov 2021                     | Police vehicle disposal                              | Julie Furlotte<br><a href="mailto:Julie.Furlotte@rcmp-grc.gc.ca">Julie.Furlotte@rcmp-grc.gc.ca</a><br>(613) 240-5044       |
| <b>Beaufort/Jasper WSA, SC</b><br>Nov 2020 to Feb 2021 | Best Practices, Cost Recovery and Utilization        | Beth Lowther<br><a href="mailto:Beth.lowther@bjwsa.org">Beth.lowther@bjwsa.org</a><br>(843) 987-8034                       |
| <b>Greeley, CO</b><br>Dec 2020 to Apr 2021             | Best Practices, Organizational Structure & FMIS      | Will Jones<br><a href="mailto:will.jones@greeleygov.com">will.jones@greeleygov.com</a><br>(970) 350-9751                   |
| <b>Vaughan Fire, ON</b><br>Mar to Nov 2021             | Benchmarking, Best Practices Fleet Operations Review | Michael Ing<br><a href="mailto:michael.ing@vaughan.ca">michael.ing@vaughan.ca</a><br>(416) 553-9938                        |
| <b>Wood Buffalo, AB</b><br>Jan to Sep 2021             | Fleet Operations Review, Utilization                 | Robert Walsh<br><a href="mailto:Robert.Walsh@rmwb.ca">Robert.Walsh@rmwb.ca</a><br>(780) 881-7550                           |
| <b>Bexar County, TX</b><br>Nov 2020 to Jun 2021        | Fleet Operations Review, Utilization Assessment      | Lt. Aaron Von Muldau<br><a href="mailto:avonmuldau@bexar.org">avonmuldau@bexar.org</a><br>(210) 669-9047                   |
| <b>Garland, TX</b><br>Feb to Sep 2020                  | Fleet Operations Review, Fleet Utilization           | Terry Anglin<br><a href="mailto:TAnglin@garlandtx.gov">TAnglin@garlandtx.gov</a><br>(972) 205-3524                         |
| <b>NAFA DOT Guide</b><br>Dec 2020 to Mar 2021          | DOT Guide Development                                | Patti Earley<br><a href="mailto:Patti.Earley@fpl.com">Patti.Earley@fpl.com</a><br>(561) 881-3427                           |

|  |  |       |   |
|--|--|-------|---|
| <b>Nebraska DOT, NE (sub)</b><br>Jan to Aug 2020 | Benchmarking,<br>Utilization, Lifecycles           | Fleet | Ty Barger<br><a href="mailto:ty.barger@nebraska.gov">ty.barger@nebraska.gov</a><br>(402) 479-4787                 |
| <b>Santa Clara, CA</b><br>Feb to Oct 2020        | Fleet Operations, Utilization<br>Assessment, EVs   |       | Dennis Brooks<br><a href="mailto:dennis.brooks@faf.sccgov.org">dennis.brooks@faf.sccgov.org</a><br>(408) 468-8901 |
| <b>Bloomington, MN</b><br>Jun to Dec 2019        | Best Practices<br>Operations Review                | Fleet | Michael Keim<br><a href="mailto:mkeim@bloomingtonmn.gov">mkeim@bloomingtonmn.gov</a><br>(952) 563-4920            |
| <b>Denton, TX</b><br>Jun to Dec 2019             | Best Practices<br>Operations Review Phase I        | Fleet | Ethan Cox<br><a href="mailto:Ethan.Cox@cityofdenton.com">Ethan.Cox@cityofdenton.com</a><br>(940) 349-7421         |
| <b>Trent Lakes, ON</b><br>Jul to Dec 2019        | Fleet Operations Review,<br>Utilization Assessment |       | Donna Teggart<br><a href="mailto:DTeggart@trentlakes.ca">DTeggart@trentlakes.ca</a><br>(705) 738-3800             |

## C. Terminated Contracts

The Matrix Consulting Group has not had a contract terminated for defect in the past five (5) years.

## 4. References

We have selected three municipal projects to use as references for our work. The firm grants permission to the city to contact the list provided.

| Client   | Project Summary  |
|--|--|
| <p><b>Long Beach, California</b><br/><b>Fleet Audit</b></p> <p>Dan Berlenbach<br/>Fleet Services Manager<br/>(562) 570-5401<br/><a href="mailto:dan.berlenbach@longbeach.gov">dan.berlenbach@longbeach.gov</a></p> <p>City of Long Beach<br/>2600 Temple Ave.<br/>Long Beach, CA 90806<br/><b>Website:</b> <a href="http://www.longbeach.gov">www.longbeach.gov</a></p>                                      | <p>This project, initiated by the City Auditor, was to assess fleet practices at the Financial Services Bureau, Harbor and Water. It involved the creation of fleet profiles for each organization followed by a fleet right-sizing and right-typing analysis. Specific areas for review also included take-home vehicle policies and practices, maintenance staffing, the effectiveness of the replacement plan including lifecycles, budget, review and guidelines, funding approach and chargeback system adequacy and the Fleet Management Information System capabilities and data usage.</p> <p>The findings included a maintenance staffing deficit of 2.6 Full-time Equivalents. We also made right-sizing recommendations that would result in initial savings of over \$500,000.</p>                   |
| <p><b>Bexar County, Texas</b><br/><b>Fleet Right Sizing and Operations Assessment</b></p> <p>Lt. Aaron Von Muldau<br/>Patrol Administration Fleet Manager<br/>(210) 669-9047<br/><a href="mailto:avonmuldau@bexar.org">avonmuldau@bexar.org</a></p> <p>Bexar County<br/>Sheriff's Office<br/>200 N Comal Street<br/>San Antonio, TX<br/><b>Website:</b> <a href="http://www.bexar.org">www.bexar.org</a></p> | <p>In this project we first conducted a comprehensive fleet rightsizing and operations review of the Sheriff's Office fleet operations. This was followed by a benchmarking study of fleet utilization, lifecycles, sustainability and centralization options. Our review resulted in changes to vehicle lifecycles and the creation of a replacement plan.</p> <p>We determined that the Sheriff Office fleet was significantly overutilized and required additional patrol units to adequately cover emergency services. The 22 recommendations to improve fleet operations also included standardization of fleet specifications and unit builds based on job use, the creation of a vehicle pool and program to rotate vehicles, and the establishment of sublet contracts to decrease vehicle downtime.</p> |

**Client****Project Summary****Denton, Texas****Fleet Operations Review**

Ethan Cox  
General Manager of Public Works  
(940) 349-7421  
[Ethan.Cox@cityofdenton.com](mailto:Ethan.Cox@cityofdenton.com)

City of Denton  
901B Texas Street  
2nd Floor  
Denton, TX 76209  
Website: [www.cityofdenton.com](http://www.cityofdenton.com)

Matrix conducted a comprehensive Fleet Operations review which covered most fleet functional areas. The best practices portion reviewed staffing, cost recovery rates, utilization, asset management and maintenance. We also conducted a customer service survey to gauge the level of satisfaction with fleet services. We found that the city needed five more mechanics and facility improvements, but budget has kept these recommendations from being actioned to date. The city has implemented changes to the parts organization and enhanced support operations by holding a parts inventory at their landfill site.

As a follow-on study, we were contracted to analyze and document the costs and benefits of current maintenance outsourcing practices. We also identified and documented electric vehicle opportunities, infrastructure and resource availability.

## 5. Cost Proposal

The Cost Proposal identifies all costs to be charged including expenses necessary to accomplish the tasks and to produce the deliverables under the contract. We estimate a 20-week timeline to complete this project. This timeline is dependent on data availability and the timeliness of the city in reviewing draft deliverables. We will work closely with your Project Lead to set specific deadlines for tasks and deliverables.

The fixed price for this contract is **\$61,100** which includes a site visit.

| Task                      | Project<br>Mgr<br>Director | Fleet<br>Analyst<br>Manager | Ops<br>Analyst<br>Sr<br>Manager | Tech<br>Analyst<br>Manager | Total           |
|---------------------------|----------------------------|-----------------------------|---------------------------------|----------------------------|-----------------|
| 1. Current Profile        | 12                         | 8                           | 12                              | 28                         | \$10,180        |
| 2. Best Practices         | 16                         | 24                          | 24                              | 32                         | \$16,640        |
| 3. Benchmarking           | 40                         | 0                           | 24                              | 40                         | \$18,200        |
| 4. Final Report           | 32                         | 8                           | 8                               | 16                         | \$11,680        |
| Total Hours               | 100                        | 40                          | 68                              | 116                        | \$56,700        |
| Hourly Rate               | \$200                      | \$185                       | \$175                           | \$150                      |                 |
| Total Fees                | \$20,000                   | \$7,400                     | \$11,900                        | \$17,400                   |                 |
| Project Expenses (travel) |                            |                             |                                 |                            | \$4,400         |
| <b>Total Project Cost</b> |                            |                             |                                 |                            | <b>\$61,100</b> |



**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                              |               |
|------------------------------|---------------|
| <b><u>Date Rec'd</u></b>     | 7/29/2022     |
| <b><u>Clerk's File #</u></b> | OPR 2022-0579 |
| <b><u>Renews #</u></b>       |               |

|                                  |  |                             |  |
|----------------------------------|--|-----------------------------|--|
| <b><u>Submitting Dept</u></b>    | HISTORIC PRESERVATION  | <b><u>Cross Ref #</u></b>   |  |
| <b><u>Contact Name/Phone</u></b> | MEGAN DUVALL X6543   | <b><u>Project #</u></b>     |  |
| <b><u>Contact E-Mail</u></b>     | MDUVALL@SPOKANECITY.ORG  | <b><u>Bid #</u></b>         |  |
| <b><u>Agenda Item Type</u></b>   | Contract Item  | <b><u>Requisition #</u></b> |  |
| <b><u>Agenda Item Name</u></b>   | 0470 - THE BRESLIN NOMINATION TO THE REGISTER OF HISTORIC PLACES |                             |  |

**Agenda Wording**

Recommendation to list the Breslin, 729 S Bernard St, 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 Breslin 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**

|         |    |   |
|---------|----|---|
| Neutral | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |

**Budget Account**

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



# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### The Breslin Apartments – 729 S Bernard Street

#### 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 1911; the Breslin Apartments 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, E).**
  - The Breslin Apartment building meets Spokane City/County Register of Historic Places under **Category A** as a property that is associated with events that have made a significant contribution to the broad patterns of the history of the City of Spokane; and **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
  - The Breslin is significant under Category A as part of the wave of in-city multiple family dwellings that were being developed at this time, which changed how Spokaneites might live in the city.
  - It is also significant under Category C as a good example of a type (the new apartment building) and as the work of master architect Albert Held. The Breslin apartment building was one of a handful of purpose-built apartment buildings constructed in the early 20th century to house middle and upper-class residents. This housing option was not available earlier, when Spokane residents typically resided in single family housing or "lodgings" or boarding houses. These new apartment buildings were designed to provide an attractive alternative for in-city living.
  - The Breslin's architect Albert Held was known for perfecting the apartment building as a type, but also for his prolific output and artistry in many other building types and styles. The Breslin is already listed in the National Register of Historic Places as part of the Apartment Buildings by Albert Held Thematic Group National Register of Historic Places.
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 Breslin possesses excellent integrity in location, design, workmanship and association; the one aspect of integrity which has been somewhat compromised, but still maintains good integrity is in the materials (except for windows which have been replaced with vinyl in the original openings).
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 Breslin Apartments according to the appropriate criteria at a public hearing on 7/20/22 and recommends that the Breslin Apartments be listed on the Spokane Register of Historic Places under Categories A – Broad Patterns of Spokane History & C - Architecture.

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:

*RAILROAD 2ND PT OF L10TO12 B98 N31FT OF W1/2 OF L10 ALL 11-12 &8FT VAC  
STP N OF&ADJ L10-11-12*

Parcel Number(s) 35194.2506, is governed by a Management Agreement between the City of Spokane and the Owner(s), R.E.H.A.M. 6., LLC ETAL, 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 **20th** day of **July 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **R.E.H.A.M. 6., LLC ETAL** (hereinafter "Owner(s)"), the owner of the property located at **729 S Bernard St** commonly known as the **Breslin Apartments** 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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022.

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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.

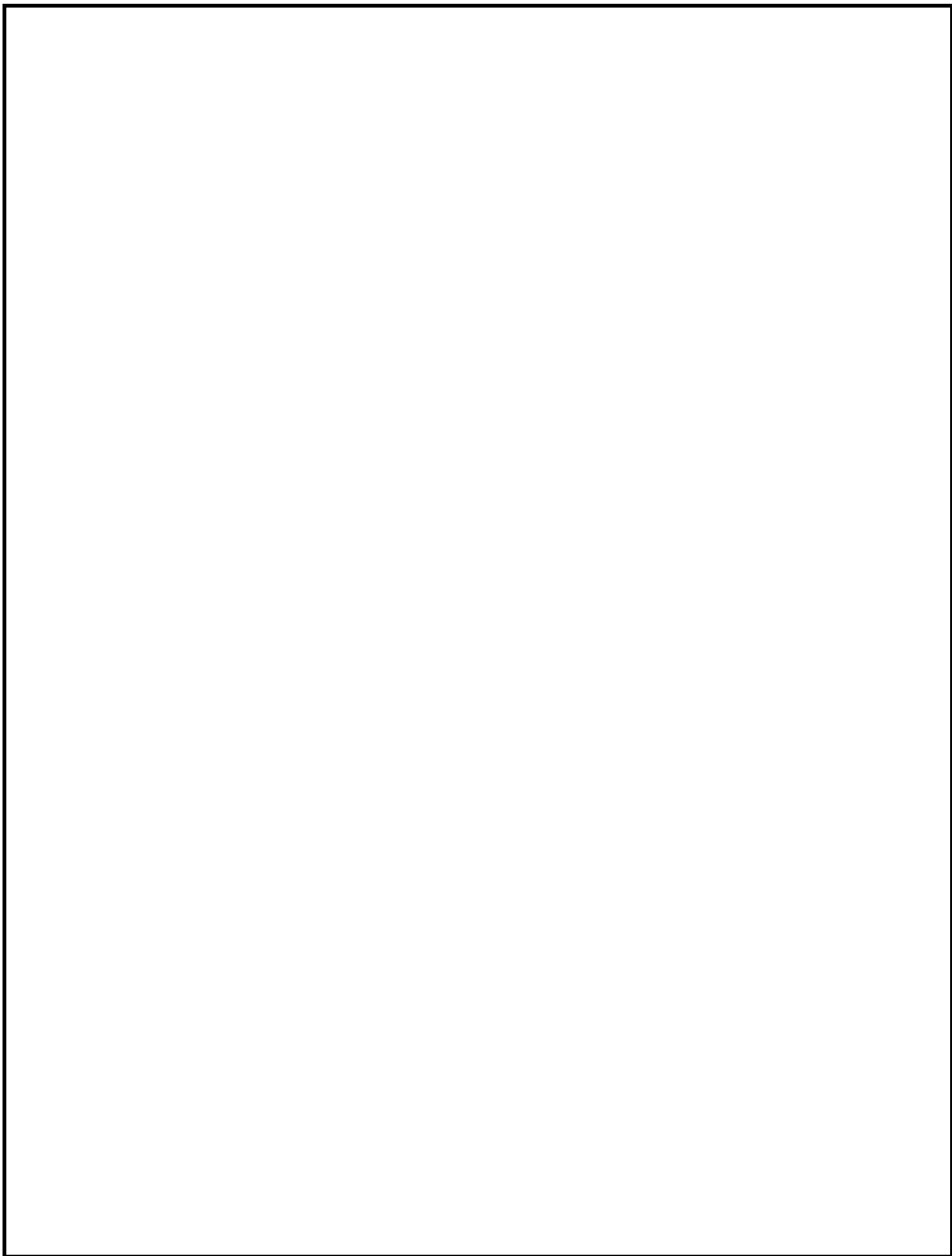
**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**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.






# The Breslin

729 South Bernard Street

GENERAL ADVERTISING

GENERAL ADVERTISING

*The Beautiful Breslin*



**A Home in the Breslin**  
All the Pleasure and Comfort Without the  
Inconvenience—and at Reduced Rentals

The elaborate 6-room suites may now be had for \$50;  
prices thence down as low as \$35.

Suites are separated by sound-proof partitions; all  
rooms are outside; open sanitary plumbing; awnings,  
shades and screens. Every apartment has dumb waiter,  
gas range, refrigerator, etc. Electric day and night ele-  
vator. Servants' rooms in basement. Large, airy rooms.  
Vacuum heating plant. Perfect janitor service. It's the  
PERFECTION of apartment construction and mainte-  
nance. For reservations, floor plans and guide through  
building apply to

**Elmendorf & Elmendorf**  
*Agents*  
S5 HOWARD Bell M. 35 Home A1537

Spokane Register Nomination

7-1-2022

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: The Breslin  
And/Or Common Name: Same

## 2. Location

Street & Number: 729 S. Bernard Street  
City, State, Zip Code: Spokane, WA 99204  
Parcel Number: 35194.2506

## 3. Classification

| Category                                     | Ownership   | Status  | Present Use                            |   |
|--|---|---|--|---|
| <input checked="" type="checkbox"/> building | <input type="checkbox"/> public <input type="checkbox"/> both | <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"/> educational   | <input checked="" type="checkbox"/> residential |
| <input type="checkbox"/> object              | <b>Public Acquisition</b>                                     | <b>Accessible</b>                                   | <input type="checkbox"/> entertainment | <input type="checkbox"/> religious              |
|  | <input type="checkbox"/> in process                           | <input checked="" type="checkbox"/> yes, restricted | <input type="checkbox"/> government    | <input type="checkbox"/> scientific             |
|  | <input type="checkbox"/> being considered                     | <input type="checkbox"/> yes, unrestricted          | <input type="checkbox"/> industrial    | <input type="checkbox"/> transportation         |
|  |   | <input type="checkbox"/> no                         | <input type="checkbox"/> military      | <input type="checkbox"/> other                  |

## 4. Owner of Property

Name: Breslin Holdings 2022 LLC  
Street & Number: PO Box 14955  
City, State, Zip Code: Portland, OR 97293  
Telephone Number/E-mail: 503-349-0930; [rudymunzel@gmail.com](mailto:rudymunzel@gmail.com)

## 5. Location of Legal Description

|                               |                           |
|-------------------------------|---------------------------|
| Courthouse, Registry of Deeds | Spokane County Courthouse |
| Street Number:                | 1116 West Broadway        |
| City, State, Zip Code:        | Spokane, WA 99260         |
| County:                       | Spokane                   |

## 6. Representation in Existing Surveys

Title:  
Date: ☐ Federal ☐ State ☐ County ☒ Local  
Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

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

### Check One

- ☒ unaltered
- ☐ altered

### Check One

- ☒ original site
- ☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Categories and Statement of Significance

**Applicable Spokane Register of Historic Places category: 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 of 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.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

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

## 10. Geographical Data

Acreage of Property: < one acre  
Verbal Boundary Description: Railroad 2<sup>nd</sup> PT of L10T012 898 N31FT of W1/2 of L1  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Diana J. Painter, PhD, Principal Architectural Historian  
Organization: Painter Preservation  
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205  
Telephone Number: 707-763-6500  
E-mail Address: dianajpainter@gmail.com  
Date Final Nomination Heard:

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

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**14. For Official Use Only:**

Date nomination application filed: June 22, 2022

Date of Landmarks Commission Hearing: July 20, 2022

Landmarks Commission decision: Approved

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

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

---

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

**Date**

Attest:

Approved as to form:

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City Clerk

---

Assistant City Attorney

**Summary description**

The Breslin Apartments is a six-story, L-shaped apartment building with a flat roof with a short parapet above a narrow, molded cornice. The penthouse for the elevator is located on the roof near the apex of the “L”. A vehicular entry is located on the north end of the west façade, extending from west to east at the basement level, which is possible because of the slope of the lot. The 55,380 square foot apartment building is located on a .37-acre, slightly L-shaped parcel. It is located behind the public sidewalk on the west and north sides, with an open space to the rear, in the northeast corner of the lot. The open space behind the building is lower than east side of the lot, which is terraced to meet the street level on W. 8<sup>th</sup> Avenue and the lot to the east. Here there is a two-lane access drive to the medical facility’s parking garage to the south that meets the parking garage at the third level. The main entry to the building is located near the southwest corner of the building and faces Bernard Street to the west, with secondary entries on the east side within the north-south wing. The L-shaped configuration of the building allows for two double-loaded corridors on the interior with the main stair being located at the apex of the “L”.

The building is brick masonry construction with red brick cladding and pale glazed terra cotta trim, some of which has been painted white. The foundation is rubble basalt faced with Tenino sandstone blocks on the public sides that step down the slope(s). The roof is built-up. The entry features a classical portico in terra cotta. A wide terra cotta belt course is located between the first and second floors of the building and between the fifth and sixth level. The latter exhibits a double band of terra cotta that functions as a lintel course for the fifth level windows and a sill course for the sixth-floor windows, separated by a dentil course above a composite curved molding. A narrow terra cotta lintel course links the upper-level windows, above which is open brick patterning. Plain medallions and rectangular recessed terra cotta panels with molded frames mark the upper corners of the building on the outer bays on the public (west and north) faces. Recessed brick courses demarcate these same bays and the base of the building, lending a rustic appearance. Windows typically have two-over-two or one-over-one-lights and are double (or single) hung with smaller windows in two vertically aligned bays on the rear west façade and two on the rear north façade. Window frames and sills are the original wood, with inset vinyl sash. Oversized two- or three-part terra cotta sills, depending on the size of the windows, further delineate the base of the windows.

The building has a fairly plain appearance, relying on materials, colors, and textures to enhance its appearance, with the exception of the architectural detailing seen in the Neoclassical entry portico. The 1911 building was referred to as exhibiting a “Restrained Classicism” in the National Register nomination.



*Front (west) and south side facades*

*Photo by Diana Painter*

### **Location and setting**

The setting of The Breslin Apartments is varied in its building types and land uses. It's also varied in its topography. The slope of the hill that rises to the south of the apartment begins across W. 8<sup>th</sup> Avenue; the hillside is held by two retaining walls here. It also rises more gently to the east of the apartment building. S. Washington Street rises to the south at about W. 8<sup>th</sup> Avenue as well, and then continues downslope from W. 8<sup>th</sup> Avenue in a more gradual manner toward downtown Spokane.

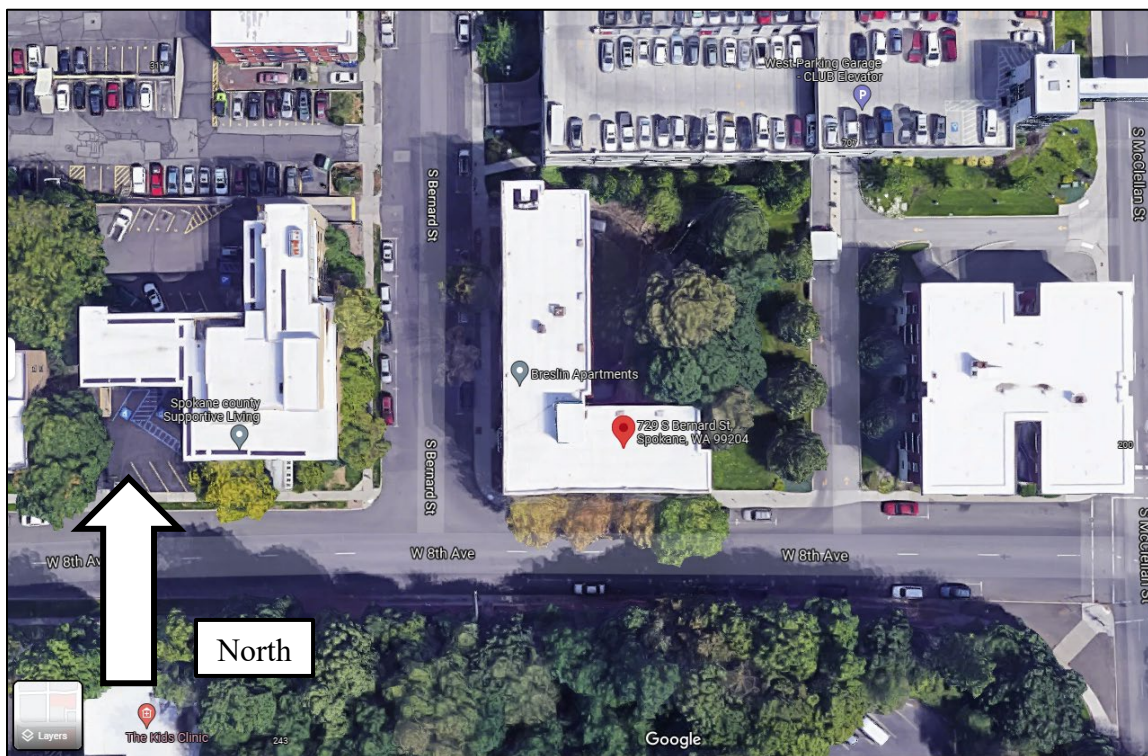
The immediate neighborhood around The Breslin is made up of medical buildings, including Providence Medical Center and Sacred Heart Hospital, among many other facilities. It also includes several large apartment buildings dating from the second and third decades of the twentieth century, including Culmstock Arms (328 W. 8<sup>th</sup>), The Oxford (702 S. Bernard), and Cambridge Court (206 W. 8<sup>th</sup>). Other buildings include single family residences (some of which are occupied by other uses), including a small bungalow at 7<sup>th</sup> and McClellan that contains Sandra's School of Dance, and Mary's Place, a 1906 Arts and Crafts house adjacent to the hospital.

Several distinctive modern buildings are located in this area as well. Included among these are the 1965 Neo-Expressionist IBM building by Kirk, Wallace, McKinley & Associates (799 S. Stevens St); the former Unitarian Church, a Neo-Expressionistic building designed by architects McClure & Adkison and Moritz Kundig (319 W. 8<sup>th</sup>); the



1962 Medicenter Building by architect Henry Swoboda (521 S. Bernard); the 1958 curtain wall building by architect Don Neraas, formerly a nursing home and now affordable housing (424 W 7<sup>th</sup>); and the 1956 curtain wall building by architect Victor Wulff that houses the Spokane County Community Services and Community Development Department (formerly the Rockwood Clinic). This building has a New Formalist entry, added in 1981 (312 W 8<sup>th</sup>). The venerable 1888 Glover Mansion, an event center today, is just uphill and to the southwest of the subject building.

The Breslin is on the southwest corner of the block bounded by W. 7<sup>th</sup> Avenue on the north; S. McClellan Street on the east; W. 8<sup>th</sup> Avenue on the south; and S. Bernard Street on the west. The southeast corner is taken up by the four-story Cambridge Court apartments. The entire north half of the block is taken up by a four-story parking garage, which is connected to the Providence complex to the east by a skybridge and accessed via W. 8<sup>th</sup> Avenue by a driveway on the east boundary of the subject property. Across the street to the west is the four-story county building. Across the street to the south is a wooded area that is behind the former Unitarian Church.



*The Breslin - Aerial Site Plan*

*Source: Google Maps*

### Exterior description

Front (west) façade. The front façade features the same belt courses mentioned in the overall description of the building. Because of the slopes of the street and parcel in this location, about half of the basement level of the building is visible toward the north end. At the south end is the main entry portico. It features a classical entablature above



engaged fluted columns with capitals with egg and dart molding on simple square sandstone bases that frame the opening. The architrave features a Greek key design below a simple rectilinear molding. The frieze is embellished with the name “The Breslin,” topped by a dentil course. The cornice is composed of a row of egg and dart molding at the top with two lion’s heads above the columns and a row of free-standing antefix above.



*Entry Detail, West Façade*

*Photo by Diana Painter*

Four brick steps lead to an open entry vestibule and the two-leaf entry doors, which feature three-quarter-height glass in a decorative frame. Above are three transom windows. The interior of this entry is clad in brick with matt glazing in a geometric pattern accented with terra cotta tiles in brick and pale green. Above the entry, from the first string course to the sixth floor, is a metal fire escape.

At the north end of the basement level of the building is a garage entry with a (contemporary) overhead door with five lights in the upper portion. This entry is marked by a very shallow arched opening with brick voussoirs and an oversized terra cotta keystone and skewback.<sup>1</sup> Windows on this façade are the typical windows described in the overview. A vertically aligned bay in the center of this façade is marked by blind windows composed of terra cotta panels in molded frames, set within a recessed brick panel. Smaller windows are located at the basement level for about half the width of the building on the north end of this façade. These windows today consist of two-part vinyl replacement sash.

South side façade. The north façade largely reflects the same features as the west façade but has no door. More than half of the basement level windows are visible here due to the slope of the street but vary in size, also due to the slope of the street. None are as tall as the windows on the main body of the building.

Rear (east) façade. The east façade reveals the end wall of the south wing of the building and the rear face of the north wing. The east end wall on the southern portion has a slight notch. The south end is plain, with no openings. The slightly recessed bay adjacent to it has a secondary entry at the first floor, with a concrete stoop and tubular metal rail. Above this door, at every level, is another entry door with a small, one-over-one-light, double-hung window (or single light window, in the case of the ground floor). All are accessed by a metal fire stair that begins just to the right of the ground level entry door, which has a single light above a single panel. On the north end of the north wing, windows are two-over-two-light windows or one-over-one, double-hung (or single hung) with wood frames and vinyl sash set within a shallow, segmental arched opening with brick sills. Windows within the bays at each end are small, with one-over-one-light sash.

Horizontal demarcations on these facades consist of a wide brick sill course underneath projecting brick courses at the parapet; coping material is unknown. Above the windows at the upper level, a narrow lintel course connects the tops of the windows, and a brick course under the building coping. There is no additional texture in the brick or terra cotta trim on these façades. At the north end of the north wing is another secondary entry that accesses the first floor level, with four wood steps to a small wood deck with a vertical wood rail. From this deck rises a metal fire stair to the second level of the building on the north façade of the wing. To the right of this entry, at the basement level, is another access point to the garage with a roll-up door. Visible at the ground level here are small windows to the basement within the basalt foundation. A few original window frames here show that these were casement windows.

North side façade. The north side façade is the end of the north wing of the building. It too is notched, with the westerly bay being plain, with no openings, and the easterly bay

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<sup>1</sup> The masonry course having a sloping face against which the end of a segmental arch rests. Francis D.K. Ching and Cassandra Adams, *Building Construction Illustrated* (Third Edition). New York: John Wiley & Sons, Inc., 2001:5-20.

having an exterior door and a narrow and wide window, all accessed by the fire escape. All are within a shallow segmental-arched opening, as are the other openings on the rear facades. The doors are typically multi-light French doors and the broader windows have one-over-one lights. Visible on the north façade of this east wing are window openings much like the windows on the east side of the north wing. They consist of two-over-two and one-over-one-light double (or single) hung windows in shallow segmental arched openings. A small buttress is located at the corner.

### **Interior description**

The front entry to the L-shaped building is at the southwest corner and faces west, toward S. Bernard Street. It has a double-leaf wood door, which leads to a relatively small room that accommodates the main stairwell. Hallways serving the original apartments extend to the right (east) and left (north). Upon entry, the L-shaped stairway is to the immediate left, beginning its flight toward the east. The stairs are open and have decorative vertical balustrades in an Arts & Crafts pattern. The balustrade curves at the bottom, ending in a square newel post with a square cap. The openings for the broad stairways are framed in boxed beams throughout; all woodwork is stained a dark brown.



*Entry Stair, Detail* Photo by Diana Painter

Hallways are divided into sections by shallow-arched openings. Doors are five-panel doors with what appears to be original door knockers. Tall baseboards and simple moldings, all stained dark brown, characterize the hallways. Flooring is the original hardwood floors. Wood wainscotting is located on the main floor. It appears that overhead lights are replacement fixtures, but are period appropriate. Wall sconces appear to be original.

To the left of the main stair is a door to the basement. To the left of this door is the elevator. Beyond the elevator is the opening to the mail room, which has an exterior door to the courtyard. Wood wainscotting is located along portions of the main floor hallway.

The apartments, which include studios, one-bedroom, and two-bedroom units, have different configurations. The public rooms of the one- and two-bedroom units are separated from the private bedrooms by a narrow hall on the interior side of the units. These halls in turn encircle the kitchen and bathroom. Bathroom and kitchen configurations differ and have differing cabinets and fixtures. Some units have dining rooms or dining areas, depending on their size. The apartments also differ in their window design, depending on their location. The units have tall baseboards, simple door and window frames, and typically have original hardwood floors.

Other facilities within the building are as follows. A vehicular ‘drive-through’ on the north end of the building accesses the rear courtyard. There are wood storage lockers within the basement area and on the main floor. A large laundry is also located in the basement. A small open mailroom is located off the north-south hallway. Also on the main floor are offices within the south wing.

### **Changes over time**

Most of the permits for The Breslin apartments up until 1993 were for the installation of appliances and associated electrical permits and the like. When Washington Trust Bank bought the property about 1973 a number of fire safety measures were taken, including extending the fire escapes to the ground and installing secondary entries and fire doors. Beginning in the 1980s to the present, most of the permitting records are for elevator and boiler inspections.<sup>2</sup> The field survey revealed that the window sashes have been replaced with vinyl windows in the original openings and wood frames. Contemporary roll-up garage doors have been added to the front and back openings of the drive-through to the rear courtyard.

The main wood entry doors to the apartment building as well as the doors to the south hallway are original, with original hardware. The tile and brickwork in the entry vestibule to the main entry are original and display Craftsman-era colors and finishes. Additional features on the building interior that are original include the wood five-panel doors to the

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<sup>2</sup> City of Spokane, “Building Permits – 729 S. Bernard Av,” Pre-1993 Permit Archive, accessed April 2022. City of Spokane, Building,” <https://aca.spokanepermits.org/CitizenAccess/>, accessed April 2022.



apartments and within the units; likely the door knockers on the exterior apartment doors; the main stairs and balustrades; the boxed beams where they occur in the landing areas for the stairs; the baseboards and moldings in the halls and the baseboards and much of the flooring in the apartments; the radiators in the apartment units; and the overall layout and spatial configuration of the halls and apartments. There are several utility boxes in the hallways that are original and contain the original (no longer operational) electrical panels for the building, and original storage rooms. In general, the building has very good integrity. The most apparent change is the addition of new window sashes, which are nonetheless within the original flat arch and segmental arched openings and frames and display the original terra cotta (public sides) and brick (non-public sides) sills.

Planned improvements for The Breslin will get underway in summer of 2022. Most of the improvements on the exterior are maintenance-related, including painting previously painted terra cotta trim. Interior improvements include the following. Eight new studio apartments will be added at the basement and main floor levels and an office and restroom will replace an existing storage area on the main level. Creating new basement level apartments will involve constructing two new window wells on the back (east side) of the building. Remodeling apartments on the main floor will involve the removal of several hallway doors and wainscoting. The existing (newer) garage door on the Bernard Street elevation will be replaced with a new door with four lights and a pedestrian door with a transom. A parking area at the back of the building, in the vicinity of an existing courtyard, will be undertaken under a separate permit.

### **Landscaping**

The parcel is informally landscaped with mature trees and shrubs on the east side of the building, with the exception of the trees along the drive to the neighboring parking garage, which are evenly spaced. On the west and south sides of the building a planting strip is located adjacent to the building and along the street curb, separated by a public sidewalk, except for a stretch in front of the main entry. Street trees are located in the public planting strip; three street trees on the west side of the building on the Bernard Street, and four mature trees on the south side of the building along W. 8<sup>th</sup> Avenue. A newer "Now Leasing" sign is located directly adjacent to the southwest corner of the building. The informally shaped, terraced courtyard, which has some retaining walls, is located to the immediate east of the building; it is not landscaped.

### **Integrity**

The following analysis discusses the integrity of the building. A property must possess integrity of location, design, materials, workmanship and association to be considered eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for The Breslin.

**Location** is the place where the historic property was constructed or the place where the historic event occurred.

*The property is sited in its original location*

**Design** is the combination of elements that create the form, plan, space, structure, and style of a property.

*The property, which has excellent integrity, easily conveys the reasons for its significance. The design of the apartment building is intact.*

**Materials** are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

*The materials of the building are intact, including the brick cladding and terra cotta trim on the exterior and dark-stained wood trim and detailing on the interior. The materials of the window frames has been altered with the replacement of wood sash with vinyl.*

**Workmanship** is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

*The workmanship displayed on the building reflects early 20<sup>th</sup> century workmanship with respect to the above materials. The workmanship is intact, with the exception of the window sashes, which are manufactured.*

**Association** is the direct link between an important historic event or person and a historic property.

*The design of the building is intact and able to convey the association between its initial purpose as middleclass housing and its same purpose today. The building has fulfilled this purpose for 111 years.*

**Area of Significance:** A, Residential apartment development; C, Architecture

**Significant Date:** 1911, year of construction

**Architect:** Albert Held

**Builder:** L.B. Kerrick

### Statement of Significance

The Breslin Apartment building is eligible for listing in the Spokane Register of Historic Places under Category A, as a property that is associated with events that have made a significant contribution to the broad patterns of the history of the city, and Category C, as a property that embodies the distinctive characteristics of a type, period, or method of construction and that represents the work of a master. The Breslin is significant under Category A as part of the wave of in-city multiple family dwellings that were being developed at this time, which changed how Spokaneites might live in the city. It is also significant under Category C as a good example of a type (the new apartment building) and as the work of master architect Albert Held. The Breslin apartment building was one of a handful of purpose-built apartment buildings constructed in the early 20<sup>th</sup> century to house middle and upper-class residents. This housing option was not available earlier, when Spokane residents typically resided in single family housing or “lodgings” or boarding houses. These new apartment buildings were designed to provide an attractive alternative for in-city living. The Breslin’s architect Albert Held was known for perfecting the apartment building as a type, but also for his prolific output and artistry in many other building types and styles. The Breslin is already listed in the National Register of Historic Places as part of the *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places*. It retains excellent integrity.

### Historic Contexts

*Apartment development in Spokane.* The Breslin was among the first self-contained apartments in Spokane that were designed for occupation by the middle classes.<sup>3</sup> Prior to the early twentieth century, those who did not own or rent houses tended to rent accommodations in “lodgings” or boarding houses. Rented spaces were additionally available in hotels and the upper floors of offices and commercial buildings.<sup>4</sup> The tremendous increase in population in the first decade of the twentieth century created a housing shortage in Spokane, and the building of apartment houses was seen as a way to help alleviate that shortage. This type of accommodation was also particularly attractive to bachelors, widows and widowers, and small families.<sup>5</sup> As a result, the apartment

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<sup>3</sup> Self-contained meaning with individual kitchens and bathrooms.

<sup>4</sup> Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986:Section 7:1.

<sup>5</sup> Compau, 1886:Section 8:2.

building industry was booming in the 1910s. The Breslin is credited with being the largest or one of the largest of the new apartments.<sup>6</sup>

Four early apartment buildings by Alfred Held, including two 1904 apartments, one of which is credited with being the first in Spokane (the Ammann Apartments at 1516 W. Riverside Avenue) are represented in the *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places*.<sup>7</sup> These buildings represented the initial phase of apartment house construction in Spokane.<sup>8</sup> According to Nancy Compau and Leonard Garfield, who wrote the National Register nomination for the apartment buildings, they were “hailed for their innovation and luxury.”<sup>9</sup> The features that were designed to attract middle class residents included their residential settings, proximity to downtown, landscaped courtyards, classical exterior design, spacious interiors, and “commodious” suites.<sup>10</sup> They were also outstanding for their access to the outdoors through numerous operable (double-hung) windows, which yielded views of landscaped courtyards, green spaces, and gardens made possible by the form of the buildings (with the exception of The Ammann).

Architectural detailing, although restrained, in the words of the authors, conveyed their stylistic expression. In the case of The Breslin, the detailing is Neoclassical, conveyed by its classical portico and other terra cotta detailing, whereas the decorative tile in the entry displays its affiliation with the Arts & Crafts Movement. The interior design of the apartments includes layouts where the public and private areas within the apartments are separated by corridors and, in the case of The Breslin, the kitchen and bathroom. The public areas for the apartments as a whole are also well detailed. While the public entry area for The Breslin is not large, it is articulated with dark-stained decorative wood balustrades that display its roots in the Arts and Crafts era, box beams, and wood trim and beadboard wainscotting.

Apartment building continued during this time frame. A June 1910 article in *The Spokesman-Review* stated that, “. . . it seems that the city will make a name for itself as a center of costly-constructed apartment houses.”<sup>11</sup> The article named apartments that were recently completed or under construction including the G.H. Dennis apartment at Fifth and Howard and W.H. Stanley’s The Breslin, which were both referred to as “ultra-fine.” The Sweatt at Second Avenue and Coeur d’Alene, the Seymour Birch on Fifth, the Wilson (The Knickerbocker) apartments at First and Maple, and the Parsons apartment at Fifth and Cedar were all mentioned.<sup>12</sup> Note that the Ammon Apartments by Albert Held

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<sup>6</sup> The thematic nomination for the Held apartments states that The Breslin was believed to be the largest apartment building in Spokane before World War II or alternatively before the Great Depression. Compau, 1986:Section 7:2 and Section 8:4.

<sup>7</sup> Compau, 1986:Section 7:1.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

<sup>10</sup> Compau, 1986:Section 8:1.

<sup>11</sup> . . . *The Spokesman-Review*, June 12, 1910:33.

<sup>12</sup> Ibid.



were also being constructed at this time, as well as numerous others profiled in *The Spokesman Review*.

*The Neighborhood.* The Breslin is just to the northeast of the Marycliff-Cliff Park Historic District and Edwidge Woldson (formerly Pioneer) Park, within the Cliff/Cannon neighborhood on Spokane's South Hill. The larger Cliff/Cannon neighborhood is composed of Cannon's Addition, Cliff Park, and Edwidge Woldson Park. The site is on the east side of the neighborhood. The apartment building is close to the lower (in elevation) end of the neighborhood, where the slope lessens as it continues north toward downtown Spokane. The area immediately surrounding the property is known for its apartment buildings and medical facilities.

Cannon's Addition was originally platted by Anthony McCue Cannon in 1883; by the late 1800s was known as an elite residential neighborhood.<sup>13</sup> As stated in the neighborhood profile, "Even apartment dwellings were designed by prominent architects for wealthy tenants."<sup>14</sup> The centerpiece of the neighborhood is a 4.5-acre Cliff Park that was donated by real estate developers Harl Cook and Charles Clarke to the city in 1904. The neighborhood became known for its medical facilities as early as 1907, when the cornerstone was laid for Sacred Heart hospital just east of the subject property.

Edwidge Woldson Park is named for the wife of Martin Woldson, who bought The Breslin in 1935. Centerpieces of the park today are the Moore-Turner Heritage Gardens and the Corbin Art Center, named for the former owners of the properties, D.C. Corbin, Frank Rockwood Moore, and George Turner.<sup>15</sup> In addition to its parks, today the neighborhood also retains its rich mix of residences in various architectural styles, many owned by Spokane's most prominent citizens in the past and preserved in the historic district.

The growth of the neighborhood in the vicinity of The Breslin from the late nineteenth century through to the mid-twentieth century can be traced through the evolution of the Sanborn Fire Insurance maps that document it. In 1891 maps show that the block within which The Breslin is located today was occupied by three residences.<sup>16</sup> The 1902 Sanborn Fire Insurance map shows the same three residences, but a deep cut for an electric streetcar bisected the block in the center, going west to east. This cut traveled another block to the east before turning south on what was called North Avenue. The 1910 Sanborn Fire Insurance map showed just the foundation of the future six-story building. The block, as well as the surrounding areas, were utilized for residences at this time. The central cut for a streetcar was no longer evident.

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<sup>13</sup> Ibid.

<sup>14</sup> Ibid.

<sup>15</sup> Bishop, Claire and Sara Patton, *Marycliff/Cliff Park Historic District National Register of Historic Places Inventory – Nomination Form*, October 1978.

<sup>16</sup> Bernard was known as Baxton in 1891. Sanborn Fire Insurance maps, 1891, 1902, 1910 and 1910 updated to 1950.

By the mid-twentieth century the transition to multi-family development and accommodations for the automobile had become complete. The 1950 Sanborn map showed that the subject block was developed with a variety of structures. The Breslin Apartments was called out, with 40 units. It was noted as having steam heat and electric lights. To the north was a multi-unit apartment building with garages and retaining walls. The lot to the east had five individual garages. The lot to the immediate east of The Breslin was a “lodgings” building with seven or more garages. At the southeast corner of the block was the Cambridge Court apartments (still extant) and another six-unit apartment building to its north, along with one garage. The trend toward the multi-family development seen today was clear.

Development of the blocks surrounding The Breslin was very mixed, although the presence of freestanding and attached garages was a constant. Steep topography characterized the whole area, as it does today. To the southwest was (and is) the Glover Mansion, used as the Unitarian church at that time. Other uses surrounding the bordering blocks were apartment buildings, lodging and boarding houses, and rooming houses, particularly to the west. Single family houses also continued to be evident, mixed in with the multi-family developments, including an “auto houses” development. Service stations were also found. To the southeast was the sprawling Sacred Heart Hospital and a nurse’s home and training school. And to the south was the Spokane Medical Center and two apartment buildings. Today the growth of the medical facilities continues, although the stately apartment buildings have been retained.

### **Developmental history**

The Breslin is credited with bringing ‘a new scale’ to apartment buildings in Spokane, according to historians Nancy Compau and Leonard Garfield.<sup>17</sup> It is said to be the largest apartment building constructed in Spokane prior to the Depression.<sup>18</sup> Although not as architecturally ornate as some of Held’s other apartment buildings, it had numerous features that still placed it in the “luxurious” category enjoyed by Held’s other apartments, including separated public and private spaces, simplified classical exterior features, a rear courtyard with gardens and trees, a basement laundry, servants’ rooms, and kitchens with a dumb waiter, electric refrigerators (by 1928), and gas ranges.

Construction began in 1910 and the building was ready for occupancy by the end of the year.<sup>19</sup> The lot was 150’ along Bernard Street and 100’ along Eighth Avenue. The width of the wings are 41’ and the size of the courtyard was to be 49’ wide by 109’ long.<sup>20</sup> The fireproof qualities of the building and the elevator were noted, a result of solid brick walls running from the basement to the roof and heavy asbestos paper between the floors of the apartment. Fire escapes were also provided at the ends of all interior halls.

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<sup>17</sup> Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986:section 8:4.

<sup>18</sup> Some sources say prior to World War II.

<sup>19</sup> Ibid.

<sup>20</sup> “High-Class Apartment House on Eighth and Bernard to Cost \$100,000,” May 15, 1910:1



*Announcing the building's progress*

*The Spokesman-Review, August 14, 1910*

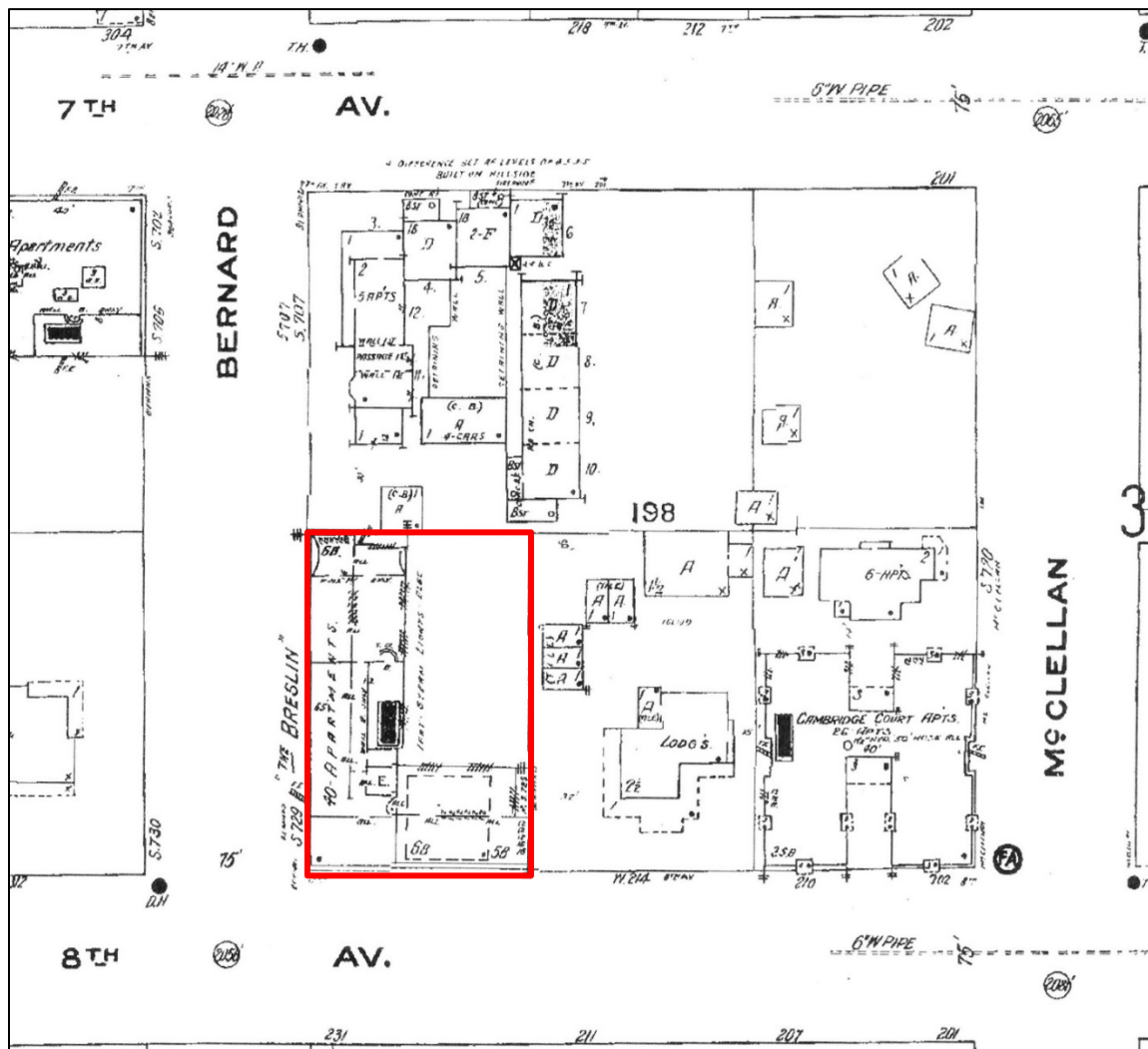
The apartment building was said to cost \$100,000 when construction started in 1910.<sup>21</sup> Thirty-seven apartments of four-to-six rooms were planned at that time. A May 1910 newspaper article profiling the project mentioned the fact that every room was open to the outside through regularly spaced, operable, double-hung windows. The article described the planned features of the large apartment building in detail, including the dark-stained hardwood floors; the light colors of the bedrooms, bathrooms and kitchens; the “vapor” heating system, electric lights, and gas heating. According to the article, a vacuum cleaning plant was installed that each tenant could use in their apartments, although it was not clear whether this was done. The “covered driveway” was considered an asset, as it would enable deliveries and the like to occur in the courtyard by driving through to the back of the building from S. Bernard Street. The article stated that, “When it is completed it will be the first high-class apartment house in the Manito Hill district, and will be in the heart of one of the high-class residence sections of the city.”<sup>22</sup> The excellent view of the city from the building was noted as well.<sup>23</sup>

<sup>21</sup> Ibid.

<sup>22</sup> Ibid.

<sup>23</sup> Ibid.

By the time the building opened, it was said to be valued at \$125,000.<sup>24</sup> According to a February 5, 1911 article in *The Spokesman-Review*, the building was almost fully rented, “to a substantial and high class of tenants,” within just six weeks of its opening. The article boasted of the quality materials of which the apartment was constructed, the 304 operable windows, and the convenience of the rear court. It also discussed the techniques that W.H. Stanley used to rent the building, including the development of a small booklet on the building that was distributed throughout the city; the “novel” employment of newspaper advertising and news features on the apartment; and the rental agents he used to assist in renting the apartment.<sup>25</sup>



**The apartment and neighborhood in 1950**  
 Sanborn Fire Insurance maps

<sup>24</sup> “Rents New Breslin in Record Time,” *The Spokesman-Review*, February 5, 1911:1.

<sup>25</sup> Ibid.

## Property ownership

The Breslin was developed by W. H. Stanley of Spokane. Stanley came to Spokane in 1903 and, along with L.H. Hamblen, established the Spokane Canning Company at Yardley.<sup>26</sup> He later established the Stanley Investment Company, for which he was president, treasurer, and general manager.<sup>27</sup> Stanley was also a director of Fidelity National Bank in 1911 and the Assistant Manager for the Kelley-Clarke Company, a manufacturer's agent, exporter and importer, and wholesale grocery broker, in 1912.<sup>28</sup> In addition to his many business and real estate ventures, he was active in Spokane's civic life and social institutions. Stanley was elected the Secretary of the Harvard University Club in 1905 and the Spokane University Club in 1908. He sold the property on which The Breslin is located in the early 1920s to Chester W. Chapin of New York.

Chester W. Chapin was the second owner of The Breslin.<sup>29</sup> He was among a small consortium of investors that supported Spokane's Daniel Corbin and his ventures in railroads, including the Spokane Falls and Northern Railroad company, and coal mining in Washington and British Columbia. These included James Monaghan, Arthur Newbery, Horace K. Thurber, J.K.O. Sherwood, and Alfred C. Chapin.<sup>30</sup> Chapin was president of the New York and New Haven Steamship Company and the Central New England Railroad Company, and managed the estate of his father, Chester W. Chapin, Sr., said to be the largest, at \$25 million (in today's dollars), in New England outside of Boston.<sup>31</sup> Chapin died in 1922 at the age of 81. The Breslin was sold by his estate in New York to Martin Woldson of Spokane in 1935.<sup>32</sup> Local leasing agents had installed improvements to the building in 1928, including electric refrigeration.<sup>33</sup>

The third owner of The Breslin was Martin Woldson, who bought the building in 1935 as an investment.<sup>34</sup> At the time of its sale, it was valued at \$200,000.<sup>35</sup> *The Spokesman-Review* published an article entitled, "Decades Biggest Apartment Deal," on the occasion,

<sup>26</sup> "To Begin Work on Cannery," March 26, 1906:3.

<sup>27</sup> Compau, 1986:Section 8:4.

<sup>28</sup> "Rents New Breslin in Record Time," *The Spokesman-Review*, February 5, 1911:1.

<sup>29</sup> A 1928 article credited the purchase of the building to Alfred Chapin of England when he was in America in 1922-1923, but most sources identify Chester W. Chapin as the purchaser.

<sup>30</sup> John Fahey, "Daniel Corbin and the Spokane Falls & Northern Railway," *HistoryLink.org*. <https://historylink.org/File/7528>, accessed April 2022.

<sup>31</sup> "Chester W. Chapin Was Noted Business Man and Yachtsman," *The Tampa Tribune*, November 17, 1922:9.

<sup>32</sup> "Martin Woldson is Breslin Owner," *Spokane Chronicle*, February 22, 1935:9. "Bargain and Sale Deed," by Trustee for Julie Chapin Hodges under the will of Chester W. Chapin to Martin Woldson, February 23, 1935.

<sup>33</sup> "Improve Breslin Building," *The Spokesman Review*, December 8, 1928:6.

<sup>34</sup> "Martin Woldson is Breslin Owner," *Spokane Chronicle*, February 22, 1935:9.

<sup>35</sup> "Decades Biggest Apartment Deal," *The Spokesman Review*, January 30, 1935:1. Martin Woldson also re-developed the Edwidge Apartments on Riverside in 1912, which were named after his wife, and developed the rear half of the Myrtle Apartments on W. Sprague Avenue in 1913, which were named after his daughter. Jim Kolva, *Myrtle Apartments Spokane Register of Historic Places Nomination*, April 13, 2020 (listing date).

stating that the sale of the building was the first for an apartment of its size and class since 1925, indicating an upturn in the market.<sup>36</sup>

Woldson, who immigrated from Norway in 1882, began his career as a contractor in the railroad industry, working in Montana in 1900 and in Spokane by 1910.<sup>37</sup> In 1920 he called himself a contractor for roads and highways.<sup>38</sup> In 1930, when he was 65, he referred to himself as retired. In 1940 he listed his profession as a manager in manufacturing.<sup>39</sup>

Over the course of his career he was president of the General Construction Company, owned the Golden Age Brewery, and had interests in mines in Idaho and Alaska and railroads in Montana and Canada.<sup>40</sup> He also owned a collieries (coal mine and associated buildings) in British Columbia, an enterprise that Chester W. Chapin also had an interest in. He was also a purchasing agent for the Kelley-Clarke Company, a national company that acted as manufacturers' agents, exporters and importers, and wholesale grocery brokers.<sup>41</sup> Woldson died in 1958 at the age of 94. Management of his business affairs was inherited by his daughter Myrtle Woldson.

Woldson married Edwidge Louise Woldson of Montana in 1909 and had two children, Myrtle Edwidge, who was born in 1910, and Francis M., who was born in 1913. He and his family lived at 903 S. Adams in the 1920s through at least 1940, in a Tudor Revival house that was valued at \$10,000 in 1930.<sup>42</sup> Beginning in the late 1940s he lived at 526 W. Sumner Avenue in a house designed in 1915 by Albert Held. His daughter Myrtle continued to live in this house after her father's death.

Woldson's daughter Francis married Kenneth W. Howser in 1940. Myrtle did not marry and followed in her father's footsteps as a businesswoman, specializing in real estate investments. She was known for her philanthropy. Ms. Woldson contributed to the renovation of the Martin Woldson Theater at The Fox and the Moore-Turner Heritage Gardens in the name of her parents.<sup>43</sup> Edwidge Woldson Park (formerly Pioneer Park), which is below her former home on Cliff Drive in the Marycliff/Cliff Park Historic District, was re-named by the Spokane Park Board in recognition of Myrtle Woldson's donation to the Moore-Turner Heritage Garden.<sup>44</sup> Upon her death in 2014 she left money to design and build the Myrtle Woldson Performing Arts Center on the Gonzaga

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<sup>36</sup> Ibid.

<sup>37</sup> U.S. Census, 1900, 1910.

<sup>38</sup> U.S. Census, 1920.

<sup>39</sup> U.S. Census, 1940.

<sup>40</sup> Compau, 1986:Section 8:4.

<sup>41</sup> "Kelley-Clarke Co., Spokane, Wn." (Ad), *The Spokesman-Review*, September 11, 1921:41.

<sup>42</sup> U.S. Census, 1930. He had previously lived at 1620 9<sup>th</sup> Avenue.

<sup>43</sup> "Woldson, Myrtle, 1910-2014" (obit.), *The Spokesman-Review*, April 20, 2014.

<sup>44</sup> Jim Kolva, *Myrtle Apartments Spokane Register of Historic Places Nomination*, April 13, 2020:Section 8, page 14.

University campus, which she had also supported over the years.<sup>45</sup> Ms. Woldson died in 2014 at the age of 104.

Later building owners were as follows, according to building permit records,<sup>46</sup> The Breslin was owned by Anthony, Baker & Burns, an insurance company, in the 1950s, up until at least 1960. It was owned from about 1961 to 1973 by the Jenkins Agency, another insurance company. Washington Trust Bank bought the building about 1973 and was listed as its owner through the mid-1990s, with the possible exception of the mid-1980s, when it was owned by Fred S. James Company, an insurance broker.<sup>47</sup> According to Assessor records, ownership of the building turned over again in 2007 or 2008, 2014 and 2019. The present owners bought the building in 2021.<sup>48</sup>

### Architect Albert Held

The architect for The Breslin was Albert Held and the builder/contractor was L.B. Kerrick. Held was highly regarded in the 23 years that he worked as an architect in Spokane, in which he, “Planned and superintended erection of many of Spokane’s best residences, school buildings, apartment houses, business buildings and industrial plants.”<sup>49</sup> He became especially well known for his apartment buildings, which was a new building type in early twentieth century Spokane.

Albert Held was born in 1866 in New Ulm, Minnesota to Albert, Sr., a carpenter and joiner, who had immigrated from Germany in 1853, and his wife Christine H., who immigrated in 1857.<sup>50</sup> At the time of the 1880 census, young Albert was 14 and living at home with six brothers and sisters. He was listed as an apprentice mechanic.<sup>51</sup>

Albert pursued a technical course at the State University at Minnesota. He also studied architecture in St. Paul, according to the 1906 *Sketches of Washingtonians*.<sup>52</sup> He worked as a draftsman in Minnesota before relocating to Spokane after the fire of 1889.<sup>53</sup> Once in Spokane, he briefly worked for Herman Preusse as a draftsman. In 1890 he formed a

<sup>45</sup> McCulloh, Dr. Thayne M., With Appreciation and Deep Gratitude for Miss Myrtle E. Woldson,” (ad) *The Spokesman-Review*, May 6, 2014:A7.

<sup>46</sup> City of Spokane, “Building Permits – 729 S. Bernard Av,” Pre-1993 Permit Archive, accessed April 2022.

<sup>47</sup> According to a 2003 survey of The Breslin and the 1986 nomination of the property, it continued to be owned by the Woldson family. This is inconsistent with building permit records.

<sup>48</sup> Spokane County Assessor records.

<sup>49</sup> “Who’s Who on the Pacific Coast, 1913,” *Ancestry*,

[https://www.ancestry.com/search/collections/2227/?name=Albert\\_Held&birth=1866-3-25](https://www.ancestry.com/search/collections/2227/?name=Albert_Held&birth=1866-3-25), accessed April 2022.

<sup>50</sup> U.S. Census, 1900.

<sup>51</sup> U.S. Census, 1880.

<sup>52</sup> “Albert Held (Architect),” *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

<sup>53</sup> Nelson W. Durham, *History of the City of Spokane and Spokane County, Washington: from its earliest settlement to the present time*. Chicago, IL: S.J. Clarke Pub. Co., 1912:200.



partnership with Johann Zittel, which they called Held and Zittel.<sup>54</sup> He opened his own office about 1902.<sup>55</sup>

One of Held's most impressive early buildings is the Renaissance Revival Holley-Mason Building (S. 157 Howard Street), Spokane's first reinforced concrete building, which was extensively documented in *The Spokesman-Review*, and touted for its progressive design and fireproof qualities.<sup>56</sup> Additional early buildings include the Palace department store (no longer extant),<sup>57</sup> the Home Telephone building of reinforced concrete, the North Central high school (no longer extant), the Marshall-Wells Company storehouse, the Realty building, the Terminal Station, and all the work on the Inland Empire system.<sup>58</sup> According to historian Nelson W. Durham, writing in 1912, he was also the architect of the new gas works, Centennial Mills, St. Luke's Hospital, the State Veterinary Hospital, the interior of the Sacred Heart Hospital above the third floor, the Spokane Athletic Club, and the Webster and Lincoln schools. Apartment buildings for which he was responsible in these early years were the new Knickerbocker apartments ("the finest ever erected in the far west") and the San Marco and The Breslin apartments. Held's Bachelor Apartments on Howard between Sixth and Seventh Avenues was underway by 1909. He also designed residences for James Clark, C. H. Reeves, E.D. Sanders, and William F. Zimmerman, among others. He was additionally a director of the Exchange National Bank.<sup>59</sup>

Held designed warehouses for the following companies by 1909: the Kelley-Clarke Company, the Benhan & Griffith Company, the E.L. Gordon Company, and the John W. Graham and Company. In addition to Centennial Mill, he designed the following manufacturing plants: the Inland Brewing Company, Spokane Brewing and Malting Company, and the Spokane Bakery Company. He also designed numerous railroad facilities in Spokane, Rathdrum, and Newport.<sup>60</sup>

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<sup>54</sup> Zittel would later form a partnership with Preusse called Preusse and Zittel, Architects, which was in effect from 1893 to 1910. "Julius Albert Johann Zittel (Architect)," Pacific Coast Architecture Database, <https://pcad.lib.washington.edu/person/3449/>, accessed April 2022.

<sup>55</sup> "Albert Held (Architect)," Pacific Coast Architecture Database, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

<sup>56</sup> "Spokane's First Reinforced Concrete Building," February 17, 1907:13. Linda Yeomans, *Holley-Mason Building Spokane Register of Historic Places Nomination Form*, October 10, 1998.

<sup>57</sup> Tinsley, Jesse, "Then and Now: The Palace and J.C. Penney," Mon., Dec. 31, 2018.

<sup>58</sup> Durham, 1912:201.

<sup>59</sup> Nelson W. Durham, *History of the City of Spokane and Spokane County, Washington: from its earliest settlement to the present time*. Chicago, IL: S.J. Clarke Pub. Co., 1912:200-201. Numerous buildings by Albert Held are named and referenced in maps and photographs in the *Pacific Coast Architecture Database*: <https://pcad.lib.washington.edu/person/3810/>. Additional buildings are named in the article, "Albert Held, Architect," in *The Spokesman-Review*, June 17, 1909:90. See also the Spokane Register nomination for the Ammann Apartments: Linda Yeomans, *Ammann Apartments Spokane Register of Historic Places Nomination*, November 20, 2019.

<sup>60</sup> "Albert Held, Architect," *The Spokesman Review*, June 17, 1909:90.



One of Held's early honors was to have three of his buildings featured, with photographs, in the 1908 issue of *Western Architect*, a publication of the American Institute of Architects.

The work of Albert Held was the topic of the 1986 *Apartment Buildings by Albert Held Thematic Group*, by which four apartments by Held were listed in the National Register of Historic Places.<sup>61</sup> The nomination recognized the quality and diversity of Held's multi-family apartment buildings, from the two-and-one-half story Ammann Apartments on Riverside Avenue, between the Riverside Avenue and Browne's Addition historic districts; to the three-story San Marco apartments at Riverside and Sprague, within the Riverside Avenue Historic District; to the three-story Knickerbocker apartment building at W. Fifth Avenue and S. Howard Street; to the six-story Breslin. They were constructed between 1904 to 1911, from perhaps the first apartment building in the city (The Ammann) to the largest before World War II (The Breslin).<sup>62</sup> While Held designed many building types and was considered one of Spokane's most distinguished architects, he "was a master of apartment house design and was among the first in Spokane to . . . devote his talents to the new building type," according to the National Register nomination.<sup>63</sup>

He married Kate C. Logan Held, who was from Michigan, in 1903. Between 1910 and 1920 Held's mother-in-law, Melinda Benharn, also lived with them. In 1910, when they lived at 416 River Road, they had two servants, a maid and a gardener, and in 1920 they had a housekeeper.<sup>64</sup> They lived at 364 S. Coeur d'Alene Street between 1913 and 1920.<sup>65</sup> In the late 1930s they lived at W. 2306 Pacific Avenue.

In addition to his architectural practice, Held was on the Board of Directors for the Exchange National Bank beginning about 1913 and served as a member of the Board of Park Commissioners beginning about 1913. He became a member of the Architectural Association of Spokane about 1906 and enrolled in the Washington Chapter of the American Institute of Architects in 1913.<sup>66</sup> Held also belonged to many clubs and organizations, including the Spokane Club, the Spokane Amateur Athletic Club, and the Chamber of Commerce.<sup>67</sup> Held died in Portland, Oregon, where he was being treated for bladder cancer, on June 28, 1924, at the age of 48.<sup>68</sup>

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<sup>61</sup> Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986.

<sup>62</sup> Compau, 1986:Section 1:1-6. Note that the construction date of The Breslin is seen as 1910 in this document.

<sup>63</sup> Compau, 1986:Section 8:1.

<sup>64</sup> U.S. Census, 1910, 1920.

<sup>65</sup> "Albert Held (Architect)," *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

<sup>66</sup> "Albert Held (Architect)," *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

<sup>67</sup> Ibid.

<sup>68</sup> "Albert Held is Taken by Death," *The Spokesman-Review*, June 29, 1924:5.

### **Contractor L.B. Kerrick**

The contractor for The Breslin was L.B. Kerrick. Kerrick was a Spokane area builder who is credited with building commercial, institutional and residential buildings in the first two decades of the twentieth centuries. He also was involved in some single-family residential real estate speculation. Among the projects that he built are Holy Trinity Church (1912); a new wing for St. Luke's Hospital (1912); a remodel for the Sherman Clay building in downtown Spokane in reinforced concrete, for which he managed a crew of 20 laborers (1914); the state bank building in Moscow (1920); and various residences. He also built the 1915 residence for Martin Woldson at 526 W. Summit, which was designed by Albert Held in the "Old English" style.<sup>69</sup>

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<sup>69</sup> *The Spokesman-Review*, various issues.

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USGS map, Spokane NW 7.5 minute quadrangle.

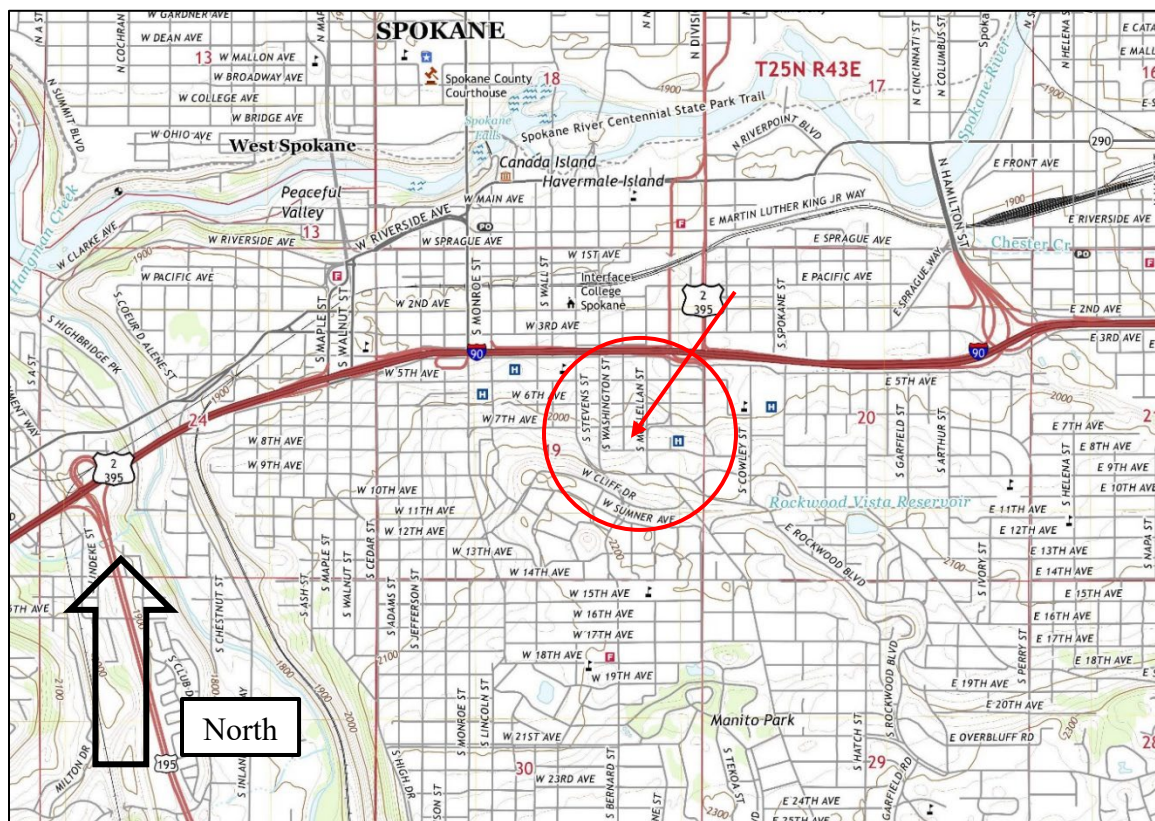
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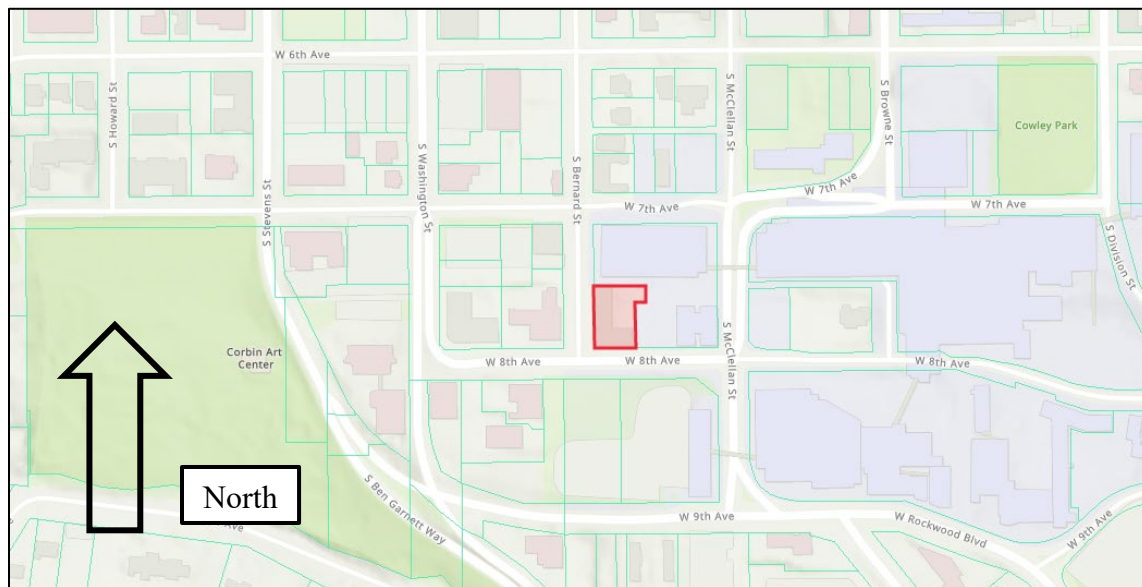
\_\_\_\_\_, *Holley-Mason Building Spokane Register of Historic Places Nomination Form*, October 10, 1998.

**Figure 1:** Site location map, Spokane NW 7.5 minute quadrangle



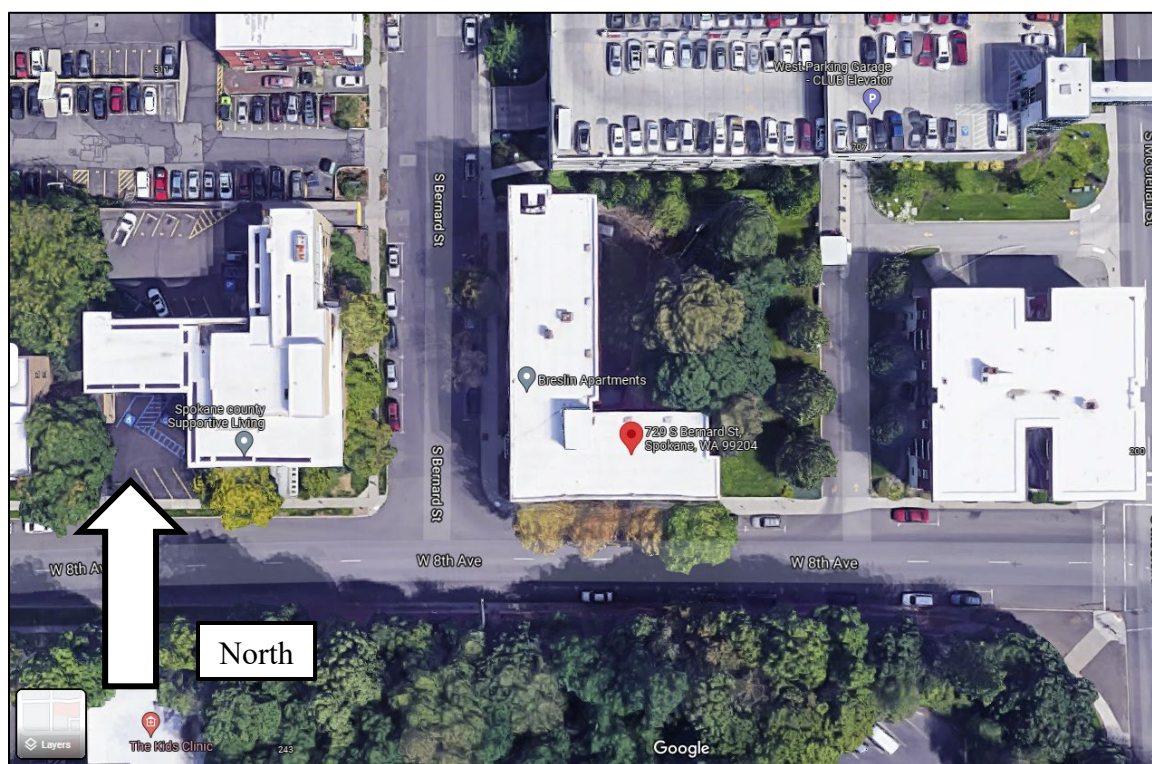


**Figure 2:** Site parcel map



*Source: Spokane County Assessor*

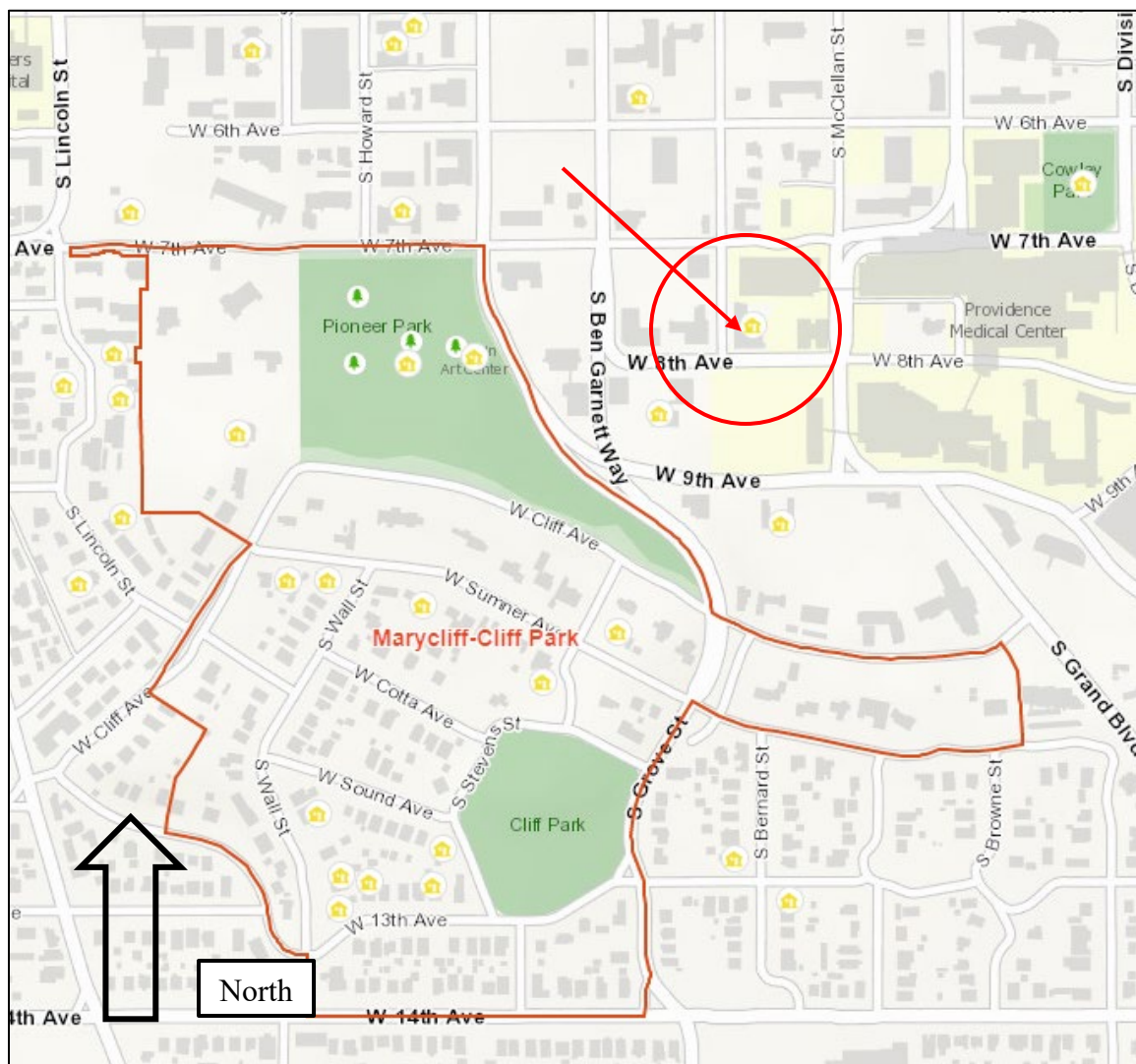
**Figure 3:** Aerial site plan



Source: Google Maps

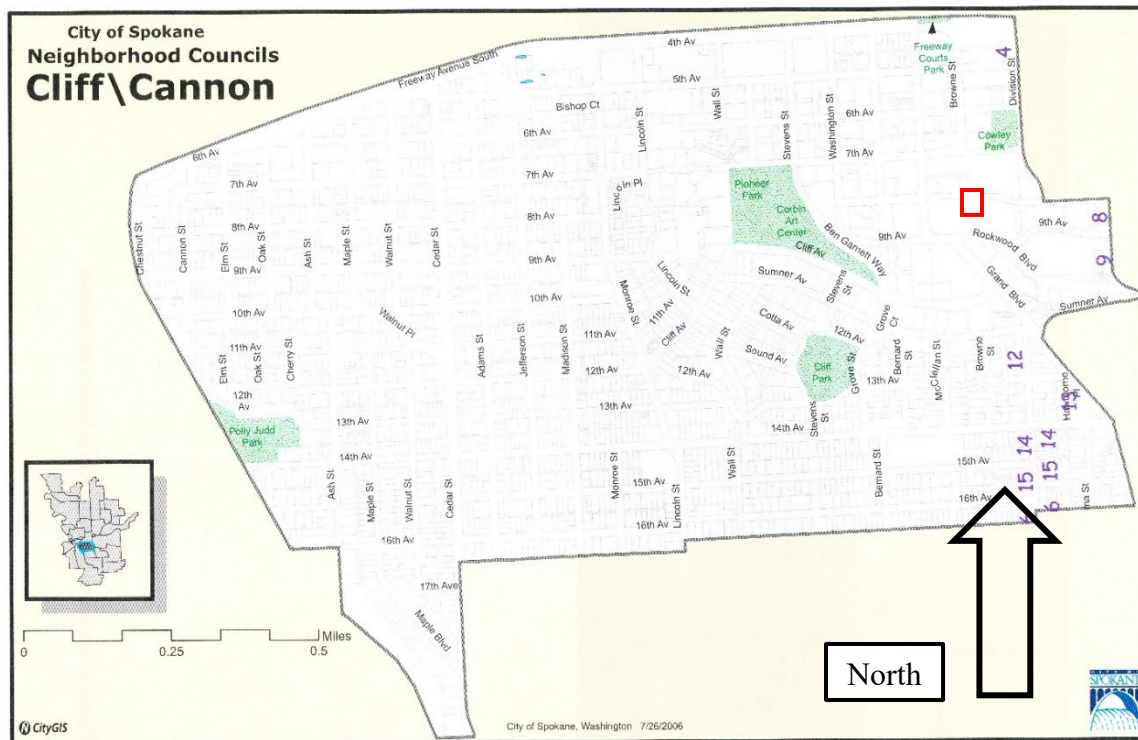


**Figure 4:** Property's relationship to Marycliff-Cliff Park Historic District



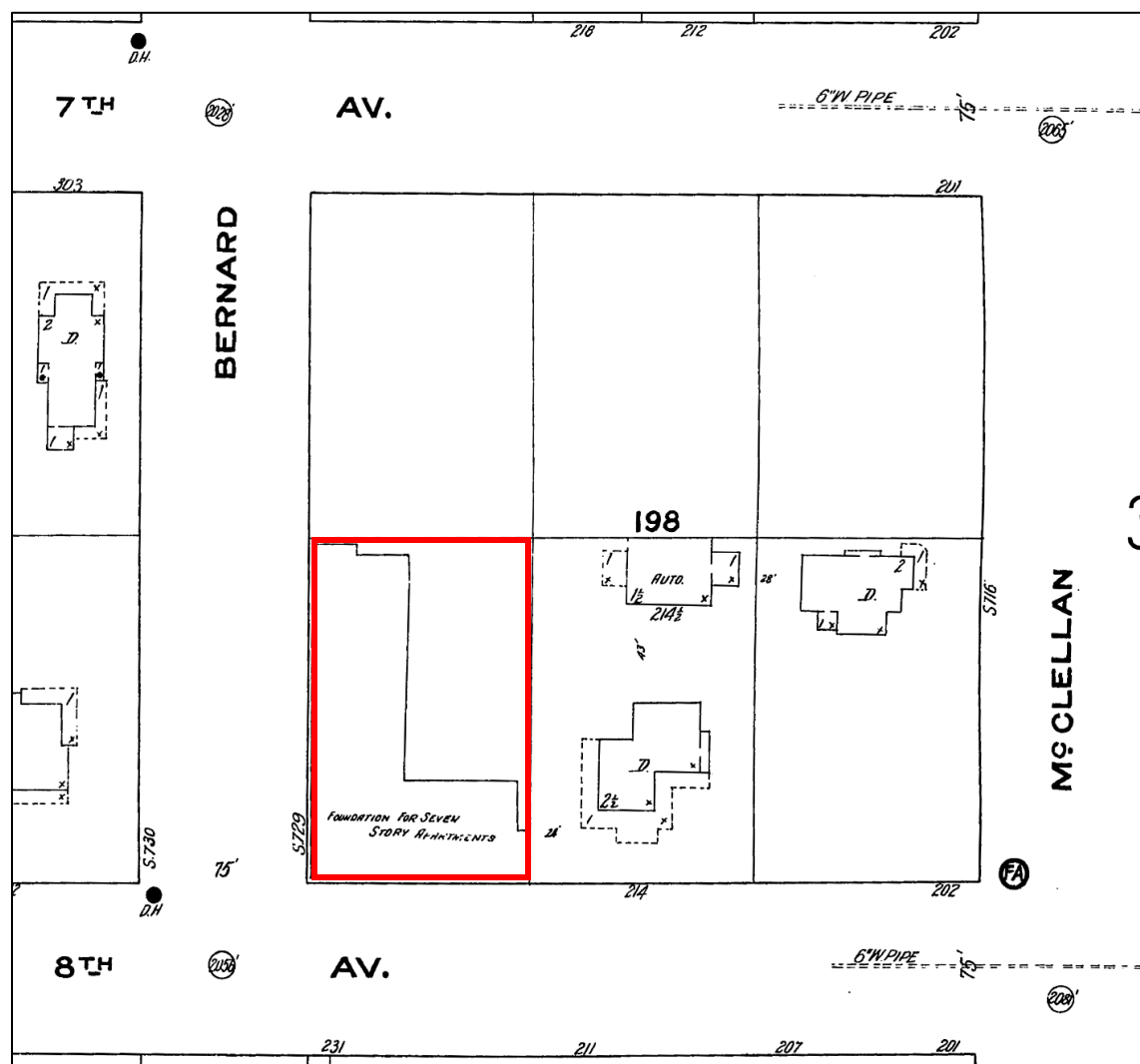
Source: Spokane City/County Historic Preservation Office

**Figure 5:** Property's relationship to the Cliff/Cannon neighborhood



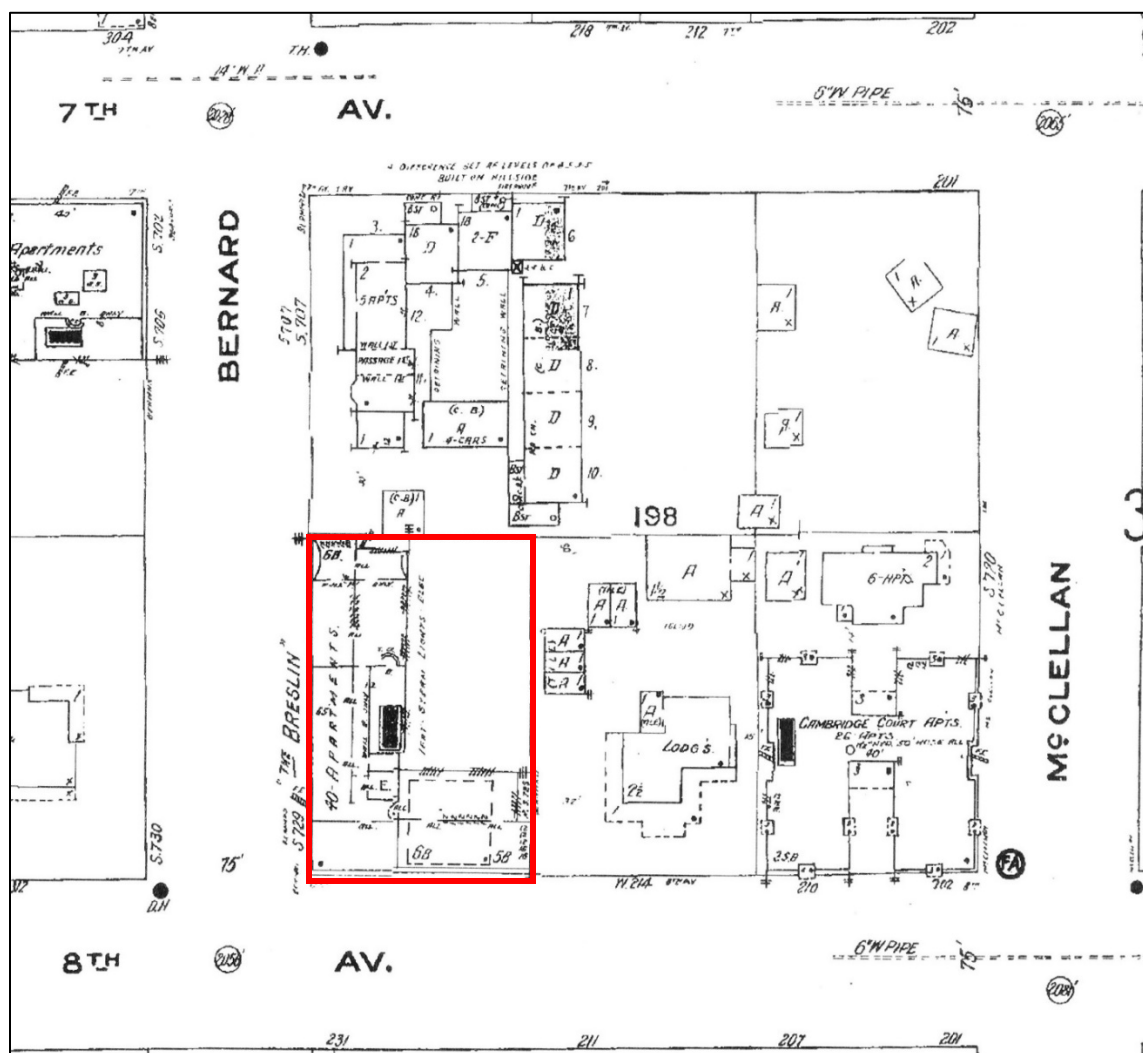
Source: City of Spokane

**Figure 6:** Sanborn Fire Insurance map, 1910, shows foundation in place



Source: Sanborn Fire Insurance maps

**Figure 7:** Sanborn Fire Insurance map, 1910 updated to 1950



*Source: Sanborn Fire Insurance maps*

**Figure 8:** Announcement for the construction of The Breslin



*Source: The Spokesman-Review, May 15, 1910*

**Figure 9:** Article announcing the building's progress



*Source: The Spokesman-Review, August 14, 1910*

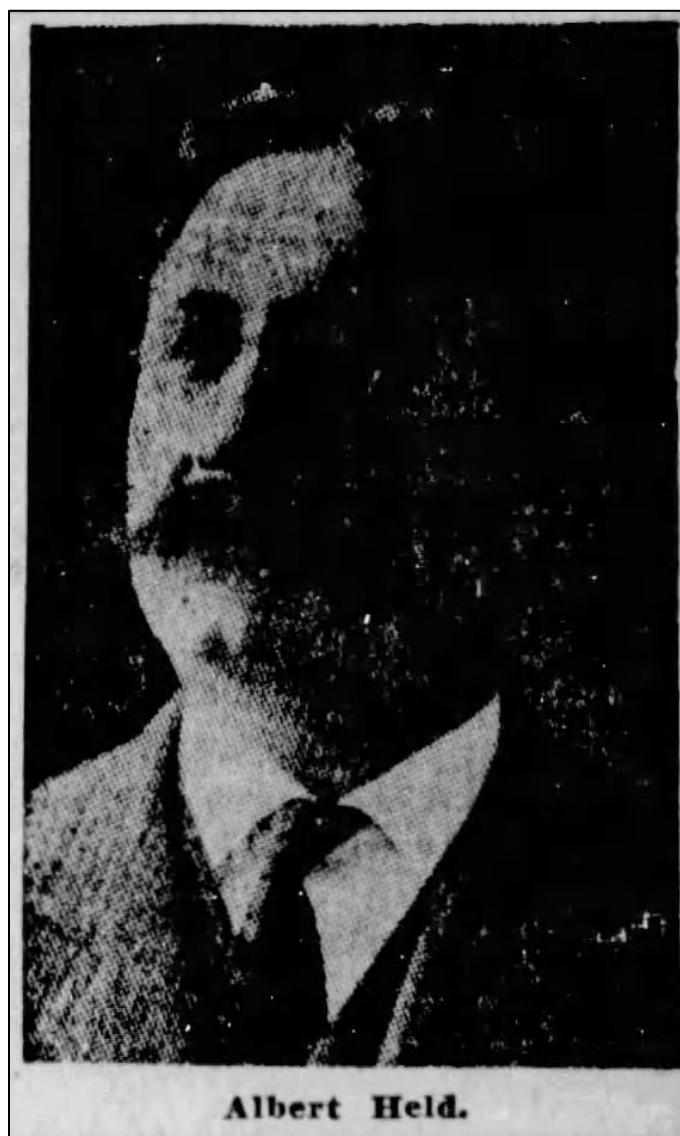


**Figure 10:** The Breslin rents in record time



*Source: The Spokesman-Review, February 5, 1911*

**Figure 11:** Albert Held in 1910



*Source: The Spokesman Review, August 14, 1910*



Figure 12: Advertisement for The Breslin, 1912

*The Beautiful Breslin*

**A Home in the Breslin**  
**All the Pleasure and Comfort Without the Inconvenience—and at Reduced Rentals**

The elaborate 6-room suites may now be had for \$50; prices thence down as low as \$35.

Suites are separated by sound-proof partitions; all rooms are outside; open sanitary plumbing; awnings, shades and screens. Every apartment has dumb waiter, gas range, refrigerator, etc. Electric day and night elevator. Servants' rooms in basement. Large, airy rooms. Vacuum heating plant. Perfect janitor service. It's the PERFECTION of apartment construction and maintenance. For reservations, floor plans and guide through building apply to

**Elmendorf & Elmendorf**  
*Agents*  
S5 HOWARD Bell M. 35 Home A1537

Source: *The Spokesman-Review*, July 7, 1912

**Figure 13:** The Breslin, ca 1940 (note covered roof garden)



*Source: The Northwest Museum of Arts & Culture*



**Photo 1:** Front (west) and south side facades, looking northeast



**Photo 2:** South side façade, looking north



**Photo 3:** Rear (east) façade, looking west





**Photo 4:** Rear (east) façade (partial), looking west



**Photo 5:** Rear (east side) yard



**Photo 6:** North side façade, looking south





**Photo 7:** Entry detail, west facade



**Photo 8:** Entry detail, west façade, looking southeast





**Photo 9:** Front (west) façade showing garage door and typical windows



**Photo 10:** Entry vestibule with tile detail



**Photo 11:** Entry stair





**Photo 12:** Public hallway, typical



**Photo 13:** Mail room, looking east



**Photo 14:** Public hallway, typical





**Photo 15:** Exterior wall, basement



**Photo 16:** Apartment room, typical



**Photo 17:** Dining room, looking toward living room





**Photo 18:** Interior apartment hallway, typical



**Photo 19:** Kitchen (not typical)



**Photo 20:** Culmstock Arms, looking east toward The Breslin (on right)





**Photo 21:** The Breslin (on left), looking east



**Photo 22:** Spokane County Community Services (Breslin on right)





**Photo 23:** The Culmstock Arms at W. 8<sup>th</sup> and Washington, looking north



**Photo 24:** Looking west from Culmstock Arms



**Photo 25:** View southwest of The Breslin, Glover Mansion in the center



**Photo 26:** View south up W. 8<sup>th</sup> Avenue towards The Breslin (on left)





**Photo 27:** Hospital parking garage north of The Breslin, looking southeast



**Photo 28:** View north on S. Bernard, The Breslin on right



**Photo 29:** Apartment building northwest of The Breslin, looking northwest





# Agenda Sheet for City Council Meeting of: 08/15/2022

|                              |               |
|------------------------------|---------------|
| <b><u>Date Rec'd</u></b>     | 8/3/2022      |
| <b><u>Clerk's File #</u></b> | OPR 2020-0061 |
| <b><u>Renews #</u></b>       |               |

|                                  |  |                             |  |
|----------------------------------|--|-----------------------------|--|
| <b><u>Submitting Dept</u></b>    | HOUSING & HUMAN SERVICES                               | <b><u>Cross Ref #</u></b>   |  |
| <b><u>Contact Name/Phone</u></b> | JENN CERCEDES 6055                                     | <b><u>Project #</u></b>     |  |
| <b><u>Contact E-Mail</u></b>     | JCERCEDES@SPOKANECITY.ORG                              | <b><u>Bid #</u></b>         |  |
| <b><u>Agenda Item Type</u></b>   | Contract Item  | <b><u>Requisition #</u></b> |  |
| <b><u>Agenda Item Name</u></b>   | 1680- EXTEND HOC COVID CONTRACT THROUGH DEC 31ST, 2022 |                             |  |

## **Agenda Wording**

We have some unspent funds in our ESG-CV dollars and are requesting approval to extend HOC's ESG-CV contract through December 31st 2022.

## **Summary (Background)**

The 6 month extension is for a total of \$280,409.63 for the prevention and response to COVID-19 at the House of Charity (HOC) shelter. This requested funding will provide financial support for the continuation of 35 socially distanced shelter beds, maintaining HOC's current overall capacity of 135 beds.

|                                    |                   |   |
|------------------------------------|-------------------|---|
| Lease? NO                          | Grant related? NO | Public Works? NO                                |
| <b><u>Fiscal Impact</u></b>        |                   | <b><u>Budget Account</u></b>                    |
| Neutral                            | \$                | #   |
| Select                             | \$                | #   |
| Select                             | \$                | #   |
| Select                             | \$                | #   |
| <b><u>Approvals</u></b>            |                   | <b><u>Council Notifications</u></b>             |
| <b><u>Dept Head</u></b>            | HALL, JOHN E.     | <b><u>Study Session\Other</u></b> 7/11/22 UE    |
| <b><u>Division Director</u></b>    | HALL, JOHN E.     | <b><u>Council Sponsor</u></b> CM Karen Stratton |
| <b><u>Finance</u></b>              | MURRAY, MICHELLE  | <b><u>Distribution List</u></b>                 |
| <b><u>Legal</u></b>                | PICCOLO, MIKE     | efinch@spokanecity.org                          |
| <b><u>For the Mayor</u></b>        | ORMSBY, MICHAEL   | jehall@spokanecity.org                          |
| <b><u>Additional Approvals</u></b> |                   | jcerecedes@spokanecity.org                      |
| <b><u>Purchasing</u></b>           |                   | kclifton@spokanecity.org                        |
|                                    |                   | dnorman@spokanecity.org                         |
|                                    |                   |   |
|                                    |                   |   |



## Committee Agenda Sheet

### [COMMITTEE]

|   |   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
|---|---|---------------------------|---------------------|------------|--------------|----------------|-------------|---------------------------|----------------------|--------------------|---------------|----------------|--------------|-----------------------|--------------------|----------------|-------------|----------------|-----------|--------------|----------------------|
| <b>Submitting Department</b>  | CHHS  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Contact Name &amp; Phone</b>   | Jenn Cerecedes  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Contact Email</b>  | <a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Council Sponsor(s)</b>   |   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Select Agenda Item Type</b>  | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Agenda Item Name</b>   | Extend HOC COVID Contract through Dec 31 <sup>st</sup> , 2022.  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Summary (Background)</b>   | <p>We have some unspent funds in our ESG-CV dollars and are requesting approval to extend HOC's ESG-CV contract through December 31<sup>st</sup> 2022.</p> <p>The 6 month extension is for a total of <b>\$280,409.63</b> for the prevention and response to COVID-19 at the House of Charity (HOC) shelter.</p> <p>This requested funding will provide financial support for the continuation of 35 socially distanced shelter beds, maintaining HOC's current overall capacity of 135 beds. The funds will support the following activities:</p> <ul style="list-style-type: none"> <li>• Operations: inclusive of maintenance and security staff, food, shelter supplies and indirect costs.</li> <li>• Essential services: inclusive of case management support and indirect costs.</li> <li>• Program administration: inclusive of administrative oversight to support healthy sheltering operations, the implementation of on-site I/Q space to address COVID-19 and indirect costs.</li> </ul> <table style="margin-left: 40px; border: none;"> <tr> <td><b>Shelter Operations</b></td> <td style="text-align: right;"><b>\$ 87,942.95</b></td> </tr> <tr> <td>Operations</td> <td style="text-align: right;">\$ 79,948.14</td> </tr> <tr> <td>Indirect Costs</td> <td style="text-align: right;">\$ 7,994.81</td> </tr> <tr> <td><b>Essential Services</b></td> <td style="text-align: right;"><b>\$ 184,216.68</b></td> </tr> <tr> <td>Essential Services</td> <td style="text-align: right;">\$ 167,469.71</td> </tr> <tr> <td>Indirect Costs</td> <td style="text-align: right;">\$ 16,746.97</td> </tr> <tr> <td><b>Administration</b></td> <td style="text-align: right;"><b>\$ 8,250.00</b></td> </tr> <tr> <td>Administration</td> <td style="text-align: right;">\$ 7,500.00</td> </tr> <tr> <td>Indirect Costs</td> <td style="text-align: right;">\$ 750.00</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$ 280,409.63</b></td> </tr> </table> | <b>Shelter Operations</b> | <b>\$ 87,942.95</b> | Operations | \$ 79,948.14 | Indirect Costs | \$ 7,994.81 | <b>Essential Services</b> | <b>\$ 184,216.68</b> | Essential Services | \$ 167,469.71 | Indirect Costs | \$ 16,746.97 | <b>Administration</b> | <b>\$ 8,250.00</b> | Administration | \$ 7,500.00 | Indirect Costs | \$ 750.00 | <b>Total</b> | <b>\$ 280,409.63</b> |
| <b>Shelter Operations</b>   | <b>\$ 87,942.95</b>   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Operations  | \$ 79,948.14  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Indirect Costs  | \$ 7,994.81   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Essential Services</b>   | <b>\$ 184,216.68</b>  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Essential Services  | \$ 167,469.71   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Indirect Costs  | \$ 16,746.97  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Administration</b>   | <b>\$ 8,250.00</b>  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Administration  | \$ 7,500.00   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| Indirect Costs  | \$ 750.00   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Total</b>  | <b>\$ 280,409.63</b>  |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Proposed Council Action &amp; Date:</b>  | Requesting approval to extend this contract by the amount listed above from July 1 <sup>st</sup> , 2022 through December 31 <sup>st</sup> , 2022.   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring |   |                           |                     |            |              |                |             |                           |                      |                    |               |                |              |                       |                    |                |             |                |           |              |                      |

Specify funding source: Existing unspent ESG-CV funds

Expense Occurrence    ☒ One-time    ☐ Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

We have a disproportionate percentage of BIPOC populations who are experiencing homelessness, reducing these beds would have a negative impact on historically excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

We will use CMIS to collect and report on data

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

CMIS will be the data collection method and report on project performance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the 5 year strategy to end homelessness.

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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

OPR 2022-0580

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

WASTEWATER MANAGEMENT

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

TREY GEORGE 625-7908

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

JGEORGE@SPOKANECITY.ORG

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

Contract Item

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

4330 - SFAP GRANT FUNDING FOR BIORETENTION SOIL MEDIA STUDY

**Agenda Wording**

Request to accept grant funding in the amount of \$300,000 with a 25% match requirement to perform a stormwater study per the Ecology TAPE program in partnership with Spokane County and the City of Spokane Valley.

**Summary (Background)**

This Stormwater Financial Assistance Program (SFAP) grant is offered to the City as Lead Entity for a cooperative effort with Spokane County and City of Spokane Valley to perform a stormwater treatment soil study. Grant match costs will be split equally by the partners under an MOU. The grant application was presented to committee in September 2021 and submitted in October 2021. Ecology offered the grant in July 2022 and committee was presented the grant offer for consent on July 25, 2022.

Lease? NO

Grant related? YES

Public Works? NO

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

Revenue \$ 300,000.00

# 4330-98817-99999-33431-99999

Select \$

#

Select \$

#

Select \$

#

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

LOWDON, MICHAEL

**Study Session\Other**

PIES 7/25/2022

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM KINNEAR

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

jgeorge@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rgennett@spokanecity.org

**Additional Approvals**

mlowdon@spokanecity.org

**Purchasing**

seweraccounting@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

MURRAY, MICHELLE

sjohnson@spokanecity.org

## Committee Agenda Sheet

### [COMMITTEE]

|   |   |
|---|---|
| <b>Submitting Department</b>  | Wastewater Management – Sewer Maintenance   |
| <b>Contact Name &amp; Phone</b>   | Trey George – 509-625-7908  |
| <b>Contact Email</b>  | jgeorge@spokanecity.org   |
| <b>Council Sponsor(s)</b>   | Lori Kinear   |
| <b>Select Agenda Item Type</b>  | X Consent <input type="checkbox"/> Discussion      Time Requested: ____ 0 min ____  |
| <b>Agenda Item Name</b>   | Consent to accept WQC-2023-Spokane-00120 grant offer  |
| <b>Summary (Background)</b>   | <p>An application for a water quality grant to cooperatively perform with the Spokane County and the City of Spokane Valley, a TAPE study titled Bioretention Soil Media Study: Development of Non-Vegetated BMPs. The City of Spokane was identified as the Lead Entity in the application. The PIES Committee provided consent for the application on September 27, 2021, and the grant application was submitted to Ecology in October 2021.</p> <p>The funding offer by Ecology for grant application number WQC-2023-Spokane-00120 has been received for \$300,000 of reimbursable costs, which require a 25% match, where total estimated project costs are \$400,000. One third of up to \$100,000 (\$33,000), will be the estimated costs for Spokane County, City of Spokane Valley, and City of Spokane to cooperatively perform the TAPE study.</p> <p>The project proposed to study the treatment efficacy of swales with engineered soils, but no vegetative cover, for the removal of aqueous metals and nutrients such as phosphorous. The focus of the proposed study is to evaluate the effectiveness of the two engineered soils to determine if they can achieve the TAPE treatment performance criteria without vegetation. Results from this study will be used to support the development of a modified bioretention best management practice that is approved for general use for stormwater treatment. Implementation of this technology as an approved stormwater treatment method will allow stormwater facilities to eliminate turf grass as a surface treatment, and support the City's water conservation goals while continuing to provide treatment that is necessary for stormwater runoff.</p> |
| <b>Proposed Council Action &amp; Date:</b>  | PIES on July 25, 2022<br>City Council on August 1, 2022   |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source      X One-time <input type="checkbox"/> Recurring<br>Specify funding source: Utility rates for 25%, Ecology for 75%<br><br>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) 25% match, 75% grant |   |
| <b>Operations Impacts</b>   |   |

What impacts would the proposal have on historically excluded communities?

No impact

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

No applicable

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The Department of Ecology TAPE program has a rigorous QA/QC program that requires thorough plans to be submitted for Ecology approval, and regular status updates to ensure the projects stay on course.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project will provide another tool to manage stormwater that will also support water conservation goals.



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

July 1, 2022

James George  
City of Spokane  
909 E. Sprague Ave.  
Spokane, Washington 99202

jgeorge@spokanecity.org

**Re: Bioretention Soil Media Study: Development of Non-Vegetated BMPs,  
WQC-2023-Spokane-00120  
*State Fiscal Year 2023 Final Water Quality Funding Offer List and Intended Use Plan***

Thank you for your time and effort in applying to Ecology for funding for your water quality project in the State Fiscal Year 2023 (SFY23) Funding Cycle. I am pleased to inform you that your project has been selected for funding. Please review the following information closely for more details.

On June 30, 2022, Ecology published the [SFY23 Final Water Quality Funding Offer List and Intended Use Plan](#)<sup>167</sup> (Final List). The Final List describes the projects and funding for the SFY23 Funding Cycle from the Centennial Clean Water Program (Centennial), the Clean Water Act Section 319 Nonpoint Source Fund (Section 319), the Stormwater Financial Assistance Program (SFAP), the Clean Water State Revolving Fund (CWSRF), and new federal funding provided to the CWSRF through the Bipartisan Infrastructure Law (BIL).

On November 15, 2021, President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), which Ecology estimates could provide nearly \$200 million in new funding to Washington's CWSRF over the next five years. For this SFY 2023 Final List, Washington's CWSRF has been allocated a total of \$31 million in BIL funds, awarded as part of the CWSRF, and focused on supporting small financially disadvantaged community projects.

Ecology evaluated 124 applications from local governments, tribes, conservation districts, other

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<sup>167</sup> <https://apps.ecology.wa.gov/publications/documents/>

public entities, and qualified not-for-profit organizations. Funding requests totaled approximately \$413 million. To ensure funds are committed to the highest priority projects, Ecology water quality specialists evaluated and scored all eligible project proposals. Scores were compiled, and a statewide priority list was developed. Projects proposed for funding are based upon the priority list, the type of project, and the funding source.

After rating and ranking all eligible proposed projects and providing support for three additional small financially disadvantaged community phased projects, Ecology offered approximately \$317 million to 124 projects. Detailed information on all proposals received and offered funding can be found in Appendix 1 in the Final List.

A record of scores and evaluator comments are provided in the Evaluation Scorecard Report available through Ecology's Administration of Grants and Loans (EAGL) system. Applicants are strongly encouraged to review the report, as it will help applicants understand the strengths and weaknesses of their application. In addition, reviewing the report will help applicants become aware of any concerns about unclear costs or tasks and/or possible ineligible components; unclear costs or tasks and/or ineligible components may significantly delay the development of a funding agreement. To obtain the Evaluation Scorecard Report, follow these steps.

- Go into your application in EAGL.
- While in the Application Menu, click "View Forms" in the "View, Edit and Complete Forms" section.
- Scroll down the list of forms to near the bottom.
- Click on "Evaluation Scorecard (External)" in the "Screening/Evaluation/Offer" section.
- Follow the prompts for opening or saving a PDF copy of the report.

I am pleased to inform you that your project is being offered funding of up to \$300,000, including:

- A \$0 from CWSRF for a term of N/A years at a N/A percent interest rate.
- A \$0 Forgivable Principal loan from CWSRF that will not be required to be repaid.
- A \$300,000 grant from SFAP.
- A \$0 grant from Centennial.
- A \$0 grant from Section 319.

The final funding amount awarded for your project will be based on negotiations between you and Ecology regarding the project scope of work, budget, technical considerations, reasonableness of cost, and eligibility determinations.

Based on your application, project type, and fund source, various conditions of funding will



apply; these will be addressed during the agreement negotiation process. For information on conditions that may apply, please see Ecology's [SFY23 Funding Guidelines](#)<sup>168</sup> and the footnotes assigned to your project in Appendix 1 in the Final List.

All projects require cultural resources review, and most projects require environmental review. Please be aware of the requirements for your project, and implement the project schedule accordingly. If you have specific questions, please contact Environmental and Cultural Resource Coordinator, Liz Ellis, at [liz.ellis@ecy.wa.gov](mailto:liz.ellis@ecy.wa.gov) or (360) 628-4410 or Seth Elsen, at [seth.elsen@ecy.wa.gov](mailto:seth.elsen@ecy.wa.gov), (564) 999-1177.

Ecology is committed to negotiating and signing a funding agreement no later than January 31, 2023. To meet this timeline and ensure timely use of limited state and federal funds, it is essential that negotiations and funding agreement development begin as soon as possible. Please see the typical negotiation timeline on the last page of this letter.

Ecology assigned the following Grant and Loan Project Management Team for your project:

|                |                            |                           |                |
|----------------|----------------------------|---------------------------|----------------|
| Annie Simpson  | ERO                        | Ecology Project Manager   | (509) 413-7096 |
| Michelle Myers | Headquarters Office, Lacey | Ecology Financial Manager | (360) 628-4067 |

Ecology's Project Manager or Financial Manager will contact you soon to schedule agreement negotiations.

Ecology appreciates your commitment to improving Washington's water quality and looks forward to working with you to complete this high priority project.

If you have any questions or concerns regarding the water quality funding programs, please contact Jeff Nejedly, Water Quality Financial Management Section Manager, at [jeffrey.nejedly@ecy.wa.gov](mailto:jeffrey.nejedly@ecy.wa.gov) or (360) 407-6572.

Sincerely,



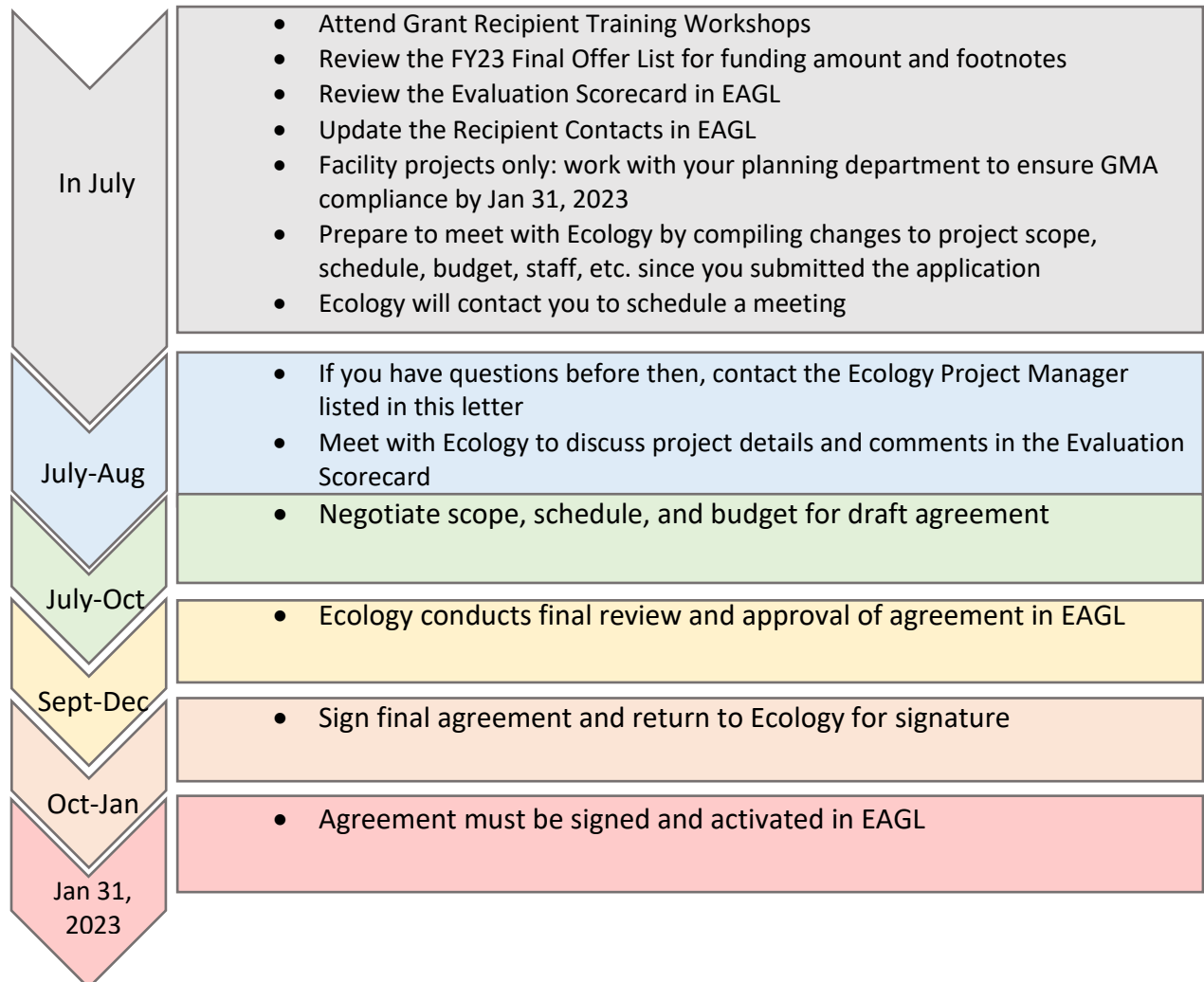
On behalf of

Vincent McGowan, P.E.  
Water Quality  
Program Manager

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<sup>168</sup> <https://apps.ecology.wa.gov/publications/documents/2110028.pdf>

## My project has been offered funds. What are my next steps?



**Simpler projects may be through the process faster and more complex projects may take until Jan 2023.**

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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

OPR 2018-0029

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

LUIS GARCIA 509-625-6850

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

LGARCIA@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR23874

**Agenda Item Name**

1460-PASSPORT PARKING CONTRACT AMENDMENT

**Agenda Wording**

Parking Services contract amendment to extend current contract (OPR 2018-0029) until December 31, 2022 with Passport Labs, Inc. in Charlotte, North Carolina for \$25,000.

**Summary (Background)**

The City has offered the Passport Mobile Parking App to allow parkers to pay on-street with a mobile device since January of 2018. The City pays \$.10 for each completed parking transaction. Parking Services was in contract negotiations for a new contract with Passport Labs, Inc. as a Mobile Parking Payment System(s) Partner; however, Passport Labs, Inc. is unable to meet the requirements to integrate and receive configurations, rates and parking regulations from our integrator, ParkMobile, LLC.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$25,000

# 1460-21200-21710-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

**Study Session\Other**

8.1.22 - Public Safety

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CM Kinnear and Stratton

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

doug.rogers@passportinc.com (Contract Signer)

**For the Mayor**

PERKINS, JOHNNIE

meg.polak@passportinc.com,  
lgarcia@spokanecity.org;**Additional Approvals**

smacdonald@spokanecity.org; jray@spokanecity.org;

**Purchasing**mwilliams@spokanecity.org;  
korlob@spokanecity.org;

jlargent@spokanecity.org



City of Spokane

**CONTRACT EXTENSION**

**Title: MOBILE PAY BY PHONE PARKING SERVICES AND E-PERMIT SYSTEM**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE**, as ("City") and **PASSPORT LABS, INC.**, whose address is, 128 S Tryon Street, Suite 2200, Charlotte, North Carolina, 28202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an Agreement for the Company agreed to provide all services and licensed software necessary for mobile payments for the City's parking program and digital permit platform; and,*

*WHEREAS, additional time is needed to continue service as the City transitions from the Company's mobile pay by phone services; thus, the original Contract needs to be formally extended by this written document; and*

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the original agreement as follows:

**1. CONTRACT DOCUMENTS.**

The original Contract, dated January 17, 2018 and February 8, 2018, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Extension shall become effective on August 1, 2022 and shall run through December 31, 2022.

**3. COMPENSATION.**

The City shall pay **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000)** for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**PASSPORT LABS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Certificate of Debarment

**ATTACHMENT**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

OPR 2022-0581

**Renews #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Cross Ref #****Contact Name/Phone**

MARCIA DAVIS 625-6398

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

MDAVIS@SPOKANECITY.ORG

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

Contract Item

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

0450 - CHIP GRANT FUNDING LIBERTY PARK TERRACE APARTMENTS

**Agenda Wording**

Connecting Housing to Infrastructure Program (CHIP) grant in the amount of \$680,461.00 for infrastructure improvements related to Liberty Park Terrace Apartments.

**Summary (Background)**

This Grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project. Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters for a period of at least 25 years as a condition of receiving the grant.

Lease? NO

Grant related? YES

Public Works? YES

**Fiscal Impact**

Revenue \$ 680,461.00

Select \$

Select \$

Select \$

**Budget Account**

# 4250 98864 99999 33442 99999

#

#

#

**Approvals****Dept Head**

DAVIS, MARCIA

**Division Director**

FEIST, MARLENE

**Finance**

KECK, KATHLEEN

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

PIES 7/25

**Council Sponsor**

Beggs

**Distribution List**

eraea@spokanecity.org

icmaccounting@spokanecity.org

mdavis@spokanecity.org

gdahl@spokanecity.org

publicworksaccounting@spokanecity.org

**Purchasing****GRANTS,  
CONTRACTS &  
PURCHASING**

MURRAY, MICHELLE



## Committee Agenda Sheet

### Public Infrastructure Environment and Sustainability Committee

|  |   |
|--|---|
| <b>Submitting Department</b>   | Integrated Capital Management   |
| <b>Contact Name &amp; Phone</b>  | Marcia Davis 625-6398 and George Dahl 625-6036  |
| <b>Contact Email</b>   | mdavis@spokanecity.org  |
| <b>Council Sponsor(s)</b>  | Breann Beggs  |
| <b>Select Agenda Item Type</b>   | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:  |
| <b>Agenda Item Name</b>  | Connecting Housing to Infrastructure Program (CHIP) Grant   |
| <b>Summary (Background)</b>  | The City applied for a Connecting Housing to Infrastructure Program (CHIP) Grant in January 2022. This Grant is to fund utility infrastructure for the low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project and will ultimately be assigned to Liberty Park Terrace Apartments. |
| <b>Proposed Council Action &amp; Date:</b>   | Approve CHIP grant for signature  |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |   |
| <b>Operations Impacts</b>  |   |
| What impacts would the proposal have on historically excluded communities?<br><br><i>Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters in Spokane's Perry District, for a period of at least 25 years, as a condition of receiving the Grant.</i>   |   |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?<br><br><i>Proclaim Liberty will be required to report on basic income, racial, and ethnic data for all renters once the project is completed. These reporting requirements will be a condition of public funding of the project.</i>                            |   |
| How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?   |   |

*City staff and other public funders of the project are required to review and monitor client eligibility (income and other funder requirements) annually.*

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

*Liberty Park Terrace Phase II builds new units of affordable housing for low-mod-income renters. This project aligns with multiple housing priorities, and the housing emergency declaration.*



**Capital Agreement with**

**City of Spokane**

through

**America Rescue Plan Act, State and Local Fiscal Recovery Funds**

**Connecting Housing to Infrastructure Program (CHIP)**

**For**

Water, sewer, and stormwater infrastructure improvements connections for the second phase of the Liberty Park Terrace affordable housing project

**Start date:** July 1, 2021

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**Washington State Department of Commerce  
Local Government Division  
Community Assistance & Research Unit  
ARPA State and Local Fiscal Recovery Funds Grant**

|  |  |   |  |
|--|--|---|--|
| <b>1. Grantee</b><br>City of Spokane<br>808 West Spokane Falls Blvd.<br>Spokane, WA 99201  |  | <b>2. Project Address</b><br>Liberty Park Terrace, Phase 2<br>1601 E. Hartson Avenue<br>Spokane, WA 99202   |  |
| <b>3. Grantee Representative</b><br>Marcia Davis<br>Principal Engineer<br>(509)625-6398<br>mdavis@spokanecity.org  |  | <b>4. COMMERCE Representative</b><br>Eric Guida<br>Senior Planner<br>(360)725-3044<br><a href="mailto:eric.guida@commerce.wa.gov">eric.guida@commerce.wa.gov</a> <div style="float: right; text-align: right;">           PO Box 42525<br/>           1011 Plum Street SE<br/>           Olympia, WA 98504-2525         </div>                |  |
| <b>5. Grant Amount</b><br>\$680,461  | <b>6. Funding Source</b><br>Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> |   | <b>7. Start Date</b><br>Date of execution        |
| <b>8. End Date</b><br>June 30, 2023  |  |   |  |
| <b>9. Federal Funds (as applicable)</b><br>\$680,461   |  | <b>Federal Agency</b><br>US Dept. Treasury  |  |
|  |  | <b>ALN (CFDA #):</b><br>21.027  |  |
| <b>10. SWV #</b><br>WA0003S  | <b>11. UBI #</b><br>328-013-877  | <b>12. DUNS #</b><br>115528189  | <b>13. UNIQUE ENTITY ID #</b><br><Insert number> |
| <b>14. Grant Purpose</b><br>The outcome of this performance-based Grant Agreement is to undertake the construction of water, sewer, and stormwater utility improvements for the second phase of the Liberty Park Terrace affordable housing project, as referenced in Attachment A – Scope of Work.  |  |   |  |
| COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, |  |   |  |
| <b>FOR GRANTEE</b><br><br>_____<br>Nadine Woodward, Mayor<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY</b><br><br>_____<br>Name<br><br>_____<br>Date  |  | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director, Local Government Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY</b><br><br>_____<br>Sandra Adix<br>Assistant Attorney General<br><u>March 31, 2022</u><br>Date |  |



# DECLARATIONS

## CLIENT INFORMATION

GRANTEE Name: City of Spokane  
Grant Number: 22-96720-106

## PROJECT INFORMATION

Project Name: Liberty Park Terrace Phase 2  
Project City: Spokane  
Project State: Washington  
Project Zip Code: 99202

## GRANT INFORMATION

|  |   |
|--|---|
| Grant Amount:                            | \$680,461   |
| Appropriation Number:                    | 2021 Washington State Capital Budget SSB 1080, Section 1074   |
| Re-appropriation Number (if applicable): |   |
| Grant End Date:                          | June 30, 2023, if funds are not re-appropriated.<br>Grant End Date may be extended <b>contingent on reappropriation</b> |
| Biennium:                                | 2021-2023   |
| Biennium Close Date:                     | June 30, 2023   |
| Earliest Date for Reimbursement:         | March 3, 2021   |
| Time of Performance:                     | <b>In accordance with Special Terms and Conditions Number 4</b>   |

## FUNDING INFORMATION

|   |  |
|---|--|
| Federal Funding:                                  | Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. |
| Federal Award Agency:                             | US Department of Treasury  |
| Amount of Federal Funds Obligated by this Action: | \$680,461  |

## ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

### Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

**1. AUTHORITY**

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

**2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Identification Number (FAIN): SLRF0002

Total amount of the federal award: \$680,461

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

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

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

**3. GRANT 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 Grant.

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

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

**4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT**

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

**5. COMPENSATION**

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

**6. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

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

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

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

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

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

Disallowed Costs

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

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**7. SUBCONTRACTOR DATA COLLECTION**

Grantee 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 Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. COMMERCIAL PREVAILING WAGE FOR UTILITY CONNECTIONS**

Any utility connections from the exterior of the building to the main sewer and water lines or stormwater facilities must be paid commercial prevailing wage. See General Term and Condition #30 for documentation.

**9. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS**

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the [GEO 21-02](#). In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

**10. AUDIT**

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

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).  
<https://facides.census.gov/Account/Login.aspx>

**11. DEBARMENT**

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

- A. Grantee, 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 Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant 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 Grantee certifies, by signing this Grant 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 Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

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.

**12. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or

**SPECIAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS**

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
  - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;



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- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**14. FEDERAL EXCLUSION**

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at [www.sam.gov](http://www.sam.gov) and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

**15. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)**

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

**16. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

**17. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

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**18. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

**19. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**21. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, 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 – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee to include assignees.
- 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 Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ADMINISTRATIVE COST ALLOCATION**

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

**3. ALLOWABLE COSTS**

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant 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.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**7. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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**8. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

**9. ATTORNEYS' FEES**

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

**10. AUDIT**

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

3. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
4. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).  
<https://facides.census.gov/Account/Login.aspx>

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, 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 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 Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.

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- C. The Grantee 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 Grantee 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.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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- C. Unauthorized Use or Disclosure. The Grantee 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.

**14. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

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**17. DISALLOWED COSTS**

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

**18. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**19. DUPLICATE PAYMENT**

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**20. GOVERNING LAW AND VENUE**

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

**21. INDEMNIFICATION**

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

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

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.



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**22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**23. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**24. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

**25. LICENSING, ACCREDITATION AND REGISTRATION**

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

**26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

**27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**28. PAY EQUITY**

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

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

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

**29. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**30. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

**32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

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**33. PUBLICITY**

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

**34. RECAPTURE**

In the event that the Grantee 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 Grantee 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.

**35. RECORDS MAINTENANCE**

The Grantee 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 Grantee shall retain such records for a period of six 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.

**36. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**37. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

**38. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**39. 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.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

**40. SUBCONTRACTING**

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

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

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

**41. SURVIVAL**

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

**42. TAXES**

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

**43. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee 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 Grantee 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 Grantee 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 Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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.

**44. TERMINATION FOR CONVENIENCE**

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

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

**45. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee 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 Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 Grantee 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.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee 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 Grantee, 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 Grantee and in which COMMERCE has or may acquire an interest.

**46. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee 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 Grantee. Title to other property, the cost of which is reimbursable to the Grantee 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

**GENERAL TERMS AND CONDITIONS  
CAPITAL  
FEDERAL FUNDS**

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

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

**47. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**48. WORK HOURS AND SAFETY STANDARDS**

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the Liberty Park Terrace Phase 2 project, a housing development in Spokane with 41 affordable units and 13 market rate units.

The location of the project is 1601 E. Hartson Avenue, Spokane, WA 99202.

Project activities will include and the construction of the following utility improvements, based on the estimates below:

\$192,822 for water system improvements, including but not limited to: connection to the existing stub, 6-inch meter & DCVA in vault, the fire hydrant assembly including gate valve, domestic water meter, water tap fee, post indicator valve, fire department connection, 6 and 8 inch pipe in trench and bedding (plus hard rock removal), 2- and 4- inch water service;

\$110,080 for sewer system improvements, including but not limited to: sewer manhole, sewer cleanout, connection to the existing sewer, 6-, 8-, and 10- inch SS SDR 35 PVC pipe, trenching & bedding and patching where necessary;

\$377,559 for stormwater system improvements, including but not limited to: erosion and sediment control, StormTech Chamber system, rip rap, biofiltration swale, an area drain and catch basins, roof drain connections, 6- and 12-inch cleanouts 2- and 4- inch water service.

This project is expected to be complete by September 30, 2023.

The “Copyright Provisions”, Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

### CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

\_\_\_\_\_  
Nadine Woodward, Mayor

\_\_\_\_\_  
DATE

### **How this project meets criteria for APRA SLFRF Projects**

This project aligns to the Expenditure Category 3 of ARPA SLFRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,<sup>1</sup> Under ARPA’s SLFRF guidance, funding for this grant falls under the category of responding to “*Public Health and Economic Impacts*” of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to “*Building Stronger Communities through Investments in Housing and Neighborhoods*” by serving those communities that were hardest hit by the pandemic through investments in affordable housing

<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.<sup>2</sup> The Interim Final Rule supports this finding by stating that “both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began” including “low income communities, people of color, and Tribal communities.”<sup>3</sup>

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<sup>2</sup> See specific language at printed pages 26795 and 26796 of the [Interim Final Rule](#) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

<sup>3</sup> Ibid, page 26787.

**CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

| <b>Type of Funding</b>            | <b>Source Description and purpose</b>   | <b>Amount</b> |
|-----------------------------------|---|---------------|
| CHIP Grant                        | Washington State Department of Commerce | \$680,461     |
| <b><i>Other Grants</i></b>        |   |               |
| Grant #1                          |   |               |
| Grant #2                          |   | \$            |
| <b>Total Other Grants</b>         |   | <b>\$0.00</b> |
| <b><i>Other Loans</i></b>         |   |               |
| Loan #1                           |   | \$            |
| Loan #2                           |   | \$            |
| <b>Total Loans</b>                |   | <b>\$0.00</b> |
| <b><i>Other Local Revenue</i></b> |   |               |
| Source #1                         |   | \$            |
| <b>Total Local Revenue</b>        |   | <b>\$0.00</b> |
| <b><i>Other Funds</i></b>         |   |               |
| Source #1                         |   | \$            |
| Source #2                         |   | \$            |
| <b>Total Other Funds</b>          |   | <b>\$0.00</b> |
| <b>Total Project Funding</b>      |   | <b>\$0.00</b> |

**CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS**

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Nadine Woodward, Mayor

\_\_\_\_\_  
DATE

**CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

CHIP will fund utility connections from the exterior of the building to the main sewer and water lines or stormwater facilities, which must be paid **commercial** prevailing wage. Before invoices are paid, the "awarding agency" must provide documentation of the "intent to pay commercial prevailing wages". Before the final funds are paid from the state, an "affidavit of wages paid" from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.

\_\_\_\_\_  
Nadine Woodward, Mayor

\_\_\_\_\_  
DATE



**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 8/3/2022      |
| <b>Clerk's File #</b> | OPR 2022-0582 |
| <b>Renews #</b>       |               |

|                           |  |                      |  |
|---------------------------|--|----------------------|--|
| <b>Submitting Dept</b>    | HUMAN RESOURCES  | <b>Cross Ref #</b>   |  |
| <b>Contact Name/Phone</b> | MICHAEL PICCOLO X6237  | <b>Project #</b>     |  |
| <b>Contact E-Mail</b>     | MPICCOLO@SPOKANECITY.ORG   | <b>Bid #</b>         |  |
| <b>Agenda Item Type</b>   | Contract Item  | <b>Requisition #</b> |  |
| <b>Agenda Item Name</b>   | 0620 AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE POLICE GUILD 2022 |                      |  |

**Agenda Wording**

Agreement between City of Spokane and Spokane Police Guild 2022

**Summary (Background)**

The City and the Police Guild entered into a collective bargaining agreement last year for 2017-2021. This new CBA provides a one-year agreement for 2022. The 2022 agreement provides a 5.5% increase in wages of all classifications covered by the Police Guild effective beginning January 1, 2022, along with a number of updates to the CBA.

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

|        |    |   |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

|                                    |                 |                                     |                   |
|------------------------------------|-----------------|-------------------------------------|-------------------|
| <b><u>Approvals</u></b>            |                 | <b><u>Council Notifications</u></b> |                   |
| <b><u>Dept Head</u></b>            | PICCOLO, MIKE   | <b><u>Study Session\Other</u></b>   | Public Safety 8/1 |
| <b><u>Division Director</u></b>    | PICCOLO, MIKE   | <b><u>Council Sponsor</u></b>       | CM Cathcart       |
| <b><u>Finance</u></b>              | WALLACE, TONYA  | <b><u>Distribution List</u></b>     |                   |
| <b><u>Legal</u></b>                | PICCOLO, MIKE   | mpiccolo@spokanecity.org            |                   |
| <b><u>For the Mayor</u></b>        | ORMSBY, MICHAEL | jperkins@spokanecity.org            |                   |
| <b><u>Additional Approvals</u></b> |                 | jquick@spokanecity.org              |                   |
| <b><u>Purchasing</u></b>           |                 | cmeidl@spokanepolice.org            |                   |
|                                    |                 | ddunkin@spokanepolice.org           |                   |
|                                    |                 | tschwering@spokanepolice.org        |                   |
|                                    |                 | tsnider@spokanepolice.org           |                   |

**AGREEMENT**

**between**

**CITY OF SPOKANE**

**and**

**SPOKANE POLICE GUILD**

**(2022)**

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## **PREAMBLE**

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **EMBODIMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

## **LABOR MANAGEMENT MEETINGS**

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

## **ARTICLE 1 – RECOGNITION**

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

## **ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION**

This Agreement shall be in effect as of the first day of January 2022 and shall remain in full force and effect through the thirty-first day of December 2022.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

## **ARTICLE 3 - EMPLOYER RESPONSIBILITIES**

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
4. To determine the methods, means and equipment by which departmental operations are to be

conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.

5. To take whatever actions may be necessary to carry out police functions in emergency situations.

6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.

7. To maintain efficiency of government operations entrusted to management.

8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.

9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

#### **ARTICLE 4 – CHECKOFF**

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE**

##### **Section A - Grievance Procedure Steps**

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

#### **Step 1**

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

#### **Step 2**

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

#### **Step 3**

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

#### **Step 4**

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the

grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

#### **Step 5**

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

#### **Section B - Arbitration**

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into

the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

### **Section C - Time Limits**

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

## **ARTICLE 6 - CITY SECURITY**

### **Section A**

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

### **Section B**

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

### **Section C**

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

#### **Section D**

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

#### **Section E**

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

#### **Section F**

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

### **ARTICLE 7 – HOLIDAYS**

#### **Section A**

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day

7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

#### **Section B - Work on a Non-Floating Holiday**

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a holiday.



The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

## **ARTICLE 8 - COURT TIME**

### **Section A**

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½ ) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

### **Section B**

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular shift and

extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

### **Section C**

Employees shall have the option of selecting court time pay or compensatory time off.

## **ARTICLE 9 – OVERTIME**

### **Section A - Miscellaneous**

**Temporary Schedule Adjustment** – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

**Availability of Special Overtime Assignments** – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

**Mutual Schedule Adjustment** – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

**Unscheduled Overtime** - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

**Exception** - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

## **Section B - Overtime Rate**

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½ )

times the regular hourly rate of pay.

### **Section C - Compensatory Time Off**

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1<sup>st</sup> of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

#### **Section D - On Call**

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

### **ARTICLE 10 - CONTRACT PERSONNEL**

#### **Section A – Other Law Enforcement Agencies**

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

### **Section B - Park Rangers**

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

|   |             |             |
|---|-------------|-------------|
| Public Parks - Prohibited Acts                                | Infraction  | 10.10.040   |
| Littering \$113 \$1035 Lit Material [Cigarettes]              | Infraction  | 10.08.010   |
| Open/Consume Alcohol In A Public Place                        | Infraction  | 10.08.200   |
| Open Possession/Consumption of Marijuana                      | Infraction  | 10.15.220   |
| No Helmet Law - Non-Motorized                                 | Infraction  | 10.17.030   |
| Liquor In A Public Park                                       | Misdemeanor | 10.10.040   |
| Second Degree Criminal Trespass                               | Misdemeanor | 10.12.050   |
| Third Degree Malicious Mischief                               | Misdemeanor | 10.12.025   |
| Lewd Conduct  | Misdemeanor | 10.06.020   |
| Urinating in Public   | Misdemeanor | 10.06.015   |
| Disorderly Conduct  | Misdemeanor | 10.10.020   |
| Graffiti Vandalism  | Misdemeanor | 10.10.070   |
| Third Degree Theft  | Misdemeanor | 10.05.100   |
| Making a False Statement to a Public Servant; False Reporting | Misdemeanor | 10.07.020A  |
| Disorderly Conduct  | Misdemeanor | 10.10.020   |
| Minor in Possession of Alcohol (MIP)                          | Misdemeanor | 10.08.210A1 |
| Unauthorized Camping on Public Property                       | Misdemeanor | 12.02.1010  |
| Injury to Tree on Public Property                             | Infraction  | 12.02.1004  |
| Unlawful Burning on Public Property                           | Infraction  | 12.02.1006  |
| Unlawful Disposal of Litter on Public Property                | Infraction  | 12.02.1008  |

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park.

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC

proceeding or any litigation, except that the City may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

## **ARTICLE 11 – WAGES**

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective the pay period that includes January 1, 2022, wages of all classifications covered by the Guild will be increased by 5.5%.

### **Service Advancement**

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

### **Acting Sergeant**

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

### **Specialty Pay**

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

|   |   |
|---|---|
| Hostage Negotiator                        | 3%  |
| S.W.A.T Team                              | 3%  |
| K-9 Handlers                              | 3%  |
| Field Training Officers                   | 3%  |
| Motorcycle Officer                        | 3%  |
| Tactical Team                             | 3%  |
| Bomb Squad                                | 6%  |
| Major Crime Detective                     | 2%  |
| Dignitary Protection                      | 2%  |
| Special Events Supervisor and Coordinator | 3%  |
| Assistant Range Master                    | 3% (if a rank below Sergeant is assigned) |

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.



### **Longevity**

| <b><u>Years of Service</u></b> | <b><u>Percent</u></b>           |
|--------------------------------|---------------------------------|
| After 5 Years                  | 2%                              |
| After 10 Years                 | 4%                              |
| After 15 Years                 | 6%                              |
| After 20 Years                 | 8%                              |
| After 25 Years                 | 10%                             |
| After 30 Years                 | 12% (effective January 1, 2015) |

### **Education**

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

| <b><u>Degree</u></b> | <b><u>Percent</u></b> |
|----------------------|-----------------------|
| AA or AS             | .5%                   |
| BA or BS             | 1%                    |

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

| <b><u>Degree</u></b> | <b><u>Percent</u></b> |
|----------------------|-----------------------|
| AA or AS             | 1%                    |
| BA or BS             | 2%                    |

### **Shift Premium**

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

|              |       |
|--------------|-------|
| Second Shift | 0.75% |
| Third Shift  | 1.5%  |
| Fourth Shift | 2.25% |

### **Extra Duty Wages**

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

### **Basic Law Enforcement Training (BLET)**

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

## **ARTICLE 12 – VACATION**

Vacation shall accrue on a bi-weekly basis as follows:

| <b><u>Years of Service</u></b>  | <b><u>Bi-Weekly</u></b> | <b><u>Hours of Vacation</u></b> |
|---|-------------------------|---------------------------------|
| At the beginning of the 1 <sup>st</sup> year through completion of the 4 <sup>th</sup> year   | 5.69 hours              | 148 hours                       |
| At the beginning of the 5 <sup>th</sup> year through completion of the 10 <sup>th</sup> year  | 7.23 hours              | 188 hours                       |
| At the beginning of the 11 <sup>th</sup> year through completion of the 17 <sup>th</sup> year | 8.76 hours              | 228 hours                       |

At the beginning of the 18<sup>th</sup> year and over

10.30 hours    268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

### **ARTICLE 13 – UNIFORMS**

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the

employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)
- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster
- 1 set of handcuffs with case and key
- 1 OC 10 canister and holder
- 1 approved baton and holder
- 1 department radio and holder
- 1 rubber glove holder
- 1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

#### **ARTICLE 14 - SPECIAL EQUIPMENT**

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

#### **ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

## **ARTICLE 16 - LEAVES OF ABSENCE**

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

### **Section A - Family Emergency Leave (LEOFF I and LEOFF II)**

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

### **Section B – Family Leave**

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

### **Section C-Washington Paid Family Leave**

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total six-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .6 percent of employees' wages. The City will maintain the status quo of paying the total premium set by the State.

### **Section D - Funeral Leave (LEOFF I and LEOFF II)**

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

### **Section E - Illness Leave (LEOFF II)**

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by

Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.

5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

#### **Section F - Disability Leave (LEOFF II Officers Only)**

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

#### **Section G - Application for Leave**

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within



ten (10) days.

#### **Section H – Maternity Leave**

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. “Authorized maternity leave” means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

#### **Section I – Active Duty Call Up**

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.
2. Commencing on the first day of active duty and ending on the last day of active duty, each member’s military pay will be supplemented by an amount necessary to equal what the member’s pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.
3. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

#### **Section J - Care for Minor Children**

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

#### Limits on Leave for Minor Children

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employees child under the age of 18; and
3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.
4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

## **ARTICLE 17 - GENERAL PROVISIONS**

### **Section A - Pledge Against Discrimination**

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

### **Section B - Guild Bulletin Board**

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

### **Section C - Guild Activities on City's Time and Premises**

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

### **Section D - Guild Business - Paid Leaves**

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions,

and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

## **Section E - Seniority**

### **1) Definitions**

**Department Seniority** - The total length of unbroken service within the Police Department.

**Job Classification Seniority** - Based on the date of appointment to that classification and shall apply throughout the department.

**Non-Supervisory Personnel** - All personnel below the rank of Sergeant.

**Bureaus** - There are two bureaus in the Police Department structure, which are: Operations Bureau and Investigations Bureau

**Transfer** - The reassignment from one bureau to another.

### **2) Shifts**

a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of

experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

#### **Section F - Seniority Lists**

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

#### **Section G - Annual Bid for Shifts**

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment.

Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

## **Section H - Transfers**

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

## **Section I - Special Assignments**

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)

2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU
18. FTO Coordinator
19. PIO
20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Unit Commander notifying the employee of their official change of status. This form will serve as

formal notice for payroll to begin or suspend specialty pay.

#### **Section J - VEBA Medical Savings Trust**

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

#### **Section K - Duplication of Benefits**

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

#### **Section L - f II Light Duty**

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

##### **Non-duty related temporary disability**

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.



6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

**ARTICLE 18 – SUPPLEMENTAL AGREEMENTS**

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

## **ARTICLE 19 - SAVING CLAUSE**

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

## **ARTICLE 20 - JURY DUTY**

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

## **ARTICLE 21 – MISCELLANEOUS**

### **Section A - Negotiations**

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

### **Section B - Mileage Allowance**

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

### **Section C - Tuition Reimbursement**

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

#### **Section D - Joint Committee**

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

#### **Section E – SWAT Team**

1. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor will

forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

2. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

5. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

7. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

#### **Section F – On Duty Physical Fitness Training**

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

#### **Section G – Leave Sharing**

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

##### **1. Eligibility to Receive Shared Leave**

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
  - d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
  - e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
  - f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
  - g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
  - h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.
2. Lifetime Maximums
- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
  - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

### 3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

### 4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

#### 5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime



maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

**Section H – Swing Shift Parking**

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

## **ARTICLE 22 - SALARY COMPUTATIONS**

### **Section A - Regular Hourly Rate**

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

### **Section B - Pay Periods and Pay Checks**

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

## **ARTICLE 23 - DEFERRED COMPENSATION**

### **Section A - Deferred comp.**

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

### **Section B – Health reimbursement agreement/account.**

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute one hundred seventy-five dollars (\$175) per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

### **Section C - VEBA Alternative.**

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

## **ARTICLE 24 – DISCIPLINE**

### **Section A - General**

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time.

The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably

denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

### **Section B - Forms of Discipline**

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

### **Section C - Right of Appeal**

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

### **Section D(1) - Probationary Periods**

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

### **Section D(2) - Right of Petition**

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

## **Section E - Police Officer Rights in Discipline**

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.

2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:

- a. Committing a criminal offense; and/or
- b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
- c. Of their right to Guild representation

3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions.

A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

## **ARTICLE 25 - DRUG TESTING**

### **Section A**

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether



drug related or not.

## **Section B**

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

## **Section C**

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

|                           | Nanograms per milliliter (ng/ml) |
|---------------------------|----------------------------------|
|                           | Test Level                       |
| Amphetamines .....        | 1000                             |
| Barbiturates .....        | 300                              |
| Benzodiazepines .....     | 300                              |
| Cannabinoids.....         | 100                              |
| Cocaine metabolites ..... | 300                              |
| Methadone                 | 300                              |

|  |                    |
|--|--------------------|
| Methaqualone                                   | 300                |
| Opiates (Codeine)                              | 300                |
| Opiates (Morphine) .....                       | 300                |
| Phencyclidine (PCP) .....                      | 25                 |
| Propoxyphene .....                             | 300                |
| Level of the positive result for alcohol ..... | 0.04 blood alcohol |

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.

4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

#### **Section D**

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.
4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer

and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

|                       |          |
|-----------------------|----------|
| Marijuana metabolites | 15 ng/ml |
|-----------------------|----------|

|                     |           |
|---------------------|-----------|
| Cocaine metabolites | 150 ng/ml |
|---------------------|-----------|

Opiates:

|          |           |
|----------|-----------|
| Morphine | 300 ng/ml |
|----------|-----------|

|         |           |
|---------|-----------|
| Codeine | 300 ng/ml |
|---------|-----------|

|               |          |
|---------------|----------|
| Phencyclidine | 25 ng/ml |
|---------------|----------|

Amphetamines:

|             |           |
|-------------|-----------|
| Amphetamine | 500 ng/ml |
|-------------|-----------|

|                 |           |
|-----------------|-----------|
| Methamphetamine | 500 ng/ml |
|-----------------|-----------|

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will

be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

### **Section E**

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

### **Section F**

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

## **ARTICLE 26 – HEALTH AND WELFARE**

### **Section A - Insurance**

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1, 2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the

dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to

access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

- (a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.
- (b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.
- (c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

9. **Employee Physicals**. Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

## **ARTICLE 27 - CIVILIAN REVIEW**

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.



(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such

video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services..

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the

complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to

the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the

assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's)

written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include

the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request

shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.



- (l) All disciplinary decisions will be made by the Chief (or designee).
- (m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.
- (n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.
- (o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.
- (p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance

under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the

OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The

decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective

date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO.

The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not

meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

## **ARTICLE 28 – SALARY SAVINGS PLAN**

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

**A. Eligibility and Payment Terms**

|                 | <b>Minimum Age</b> | <b>Age + Years of Service</b> | <b>Monthly Payment</b> | <b>Duration</b>        |
|-----------------|--------------------|-------------------------------|------------------------|------------------------|
| <b>LEOFF II</b> | 53                 | 78                            | \$500                  | 8 years<br>(96 months) |
| <b>LEOFF I</b>  | 53                 | 78                            | \$300                  | 5 years<br>(60 months) |

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

**B. Limits and Deadlines**

|  | <b>2010</b>     | <b>Subsequent years</b>       |
|--|-----------------|-------------------------------|
| <b>Number eligible</b>                     | 10              | 10                            |
| <b>Deadline to apply for the incentive</b> | March 1, 2010   | Dec. 31 of the prior year     |
| <b>Deadline to retire</b>                  | August 30, 2010 | Between January 1 and June 30 |

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

**C. Disqualifications**

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive

payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

**D. COLA**

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

**E. Discontinuance/Reinstatement of Plan**

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

FOR THE CITY OF SPOKANE:

FOR THE SPOKANE POLICE GUILD:

\_\_\_\_\_  
Nadine Woodward  
Mayor

\_\_\_\_\_  
David Dunkin  
President

\_\_\_\_\_  
Johnnie Perkins  
Interim City Administrator

\_\_\_\_\_  
Timothy Schwering  
Vice-President



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Craig Meidl  
Police Chief

---

Justin Lundgren  
Assistant Police Chief

---

Michael Piccolo  
Interim Human Resources Director

Approved as to form:

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Lynden Smithson  
City Attorney

---

Ty Snider  
Secretary

---

Ben Greer  
Treasurer

Attest:

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Terri Pfister  
City Clerk

|   |                          |  |                            |
|---|--------------------------|--|----------------------------|
| <b>Agenda Sheet for City Council Meeting of*</b><br><div style="display: flex; align-items: center;"> <span style="margin-right: 10px;">08/15/2022</span> <span style="border: 1px solid black; padding: 2px 5px;">▼</span> </div> Briefing date: 08/15/2022<br>Status: <b>EXECUTIVE REVIEW</b>   |                          | Date Rec'd<br><small>(Clerk use only)</small>                                    | 8/3/2022                   |
|   |                          | Clerk's File #   | OPR 2022-0585              |
|   |                          | Renewals #   |                            |
|   |                          | Cross Ref #  |                            |
| <b>Submitting Dept*:</b>  | HUMAN RESOURCES ▼        | Project #  |                            |
| <b>Contact Name &amp; Phone*:</b>   | MICHAEL PICCOLO    X6237 | Bid #  |                            |
| <b>Contact E-Mail*</b>  | MPICCOLO@SPOKANECITY.ORG | Requisition #  |                            |
| Add'l Docs Attached? <input type="checkbox"/>   | Contract Item ▼          |  |                            |
| <b>Agenda Item Name:</b> <small>Begin with Dept #</small><br>0620 AGREEMENT BETWEEN THE CITY OF SPOKANE & LOCAL 2   |                          |  |                            |
| <b>Agenda Wording*:</b> (169 character max) <input type="checkbox"/> Additional attached?<br><div style="border: 1px solid black; padding: 5px; min-height: 40px;">         Agreement between the City of Spokane and Local 29 I.A.F.F. AFL-CIO for 2020-2024       </div>  |                          |  |                            |
| <b>Summary (Background)*:</b> (264 character max.) <input type="checkbox"/> Additional attached?<br><div style="border: 1px solid black; padding: 5px; min-height: 80px;">         The City and Local 29 had previously entered into a collective bargaining agreement (CBA) for the period of 2016-2019. This new CBA provides a five year agreement for 2020-2024 and makes various amendments to the provisions of the CBA.       </div> |                          |  |                            |
| Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>   |                          |  |                            |
| <b>Fiscal Impact</b>  |                          | <b>Budget Account</b> <input type="checkbox"/> Additional attached?              |                            |
| Select ▼ \$   |                          | #  |                            |
| Select ▼ \$   |                          | #  |                            |
| Select ▼ \$   |                          | #  |                            |
| Select ▼ \$   |                          | #  |                            |
| <b>Approvals</b>  |                          | <b>Council Notifications (Date)</b> <input type="checkbox"/> None                |                            |
| Dept Head   | PICCOLO, MIKE            | Study Session / Other  | Finance & Admin 08/15/2022 |
| Division Director   | PICCOLO, MIKE            | Council Sponsor  | CM Bingle                  |
| Finance   | WALLACE, TONYA           | <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional? |                            |
| Legal   | PICCOLO, MIKE            | mpiccolo@spokanecity.org   |                            |
| For the Mayor   |                          | jperkins@spokanecity.org   |                            |
| <b>Additional Approvals</b>   |                          | jquick@spokanecity.org   |                            |
| Purchasing  |                          | presidentiaffl29@gmail.com   |                            |
| Select Dept 1 ▼   |                          | vicepresiaffl29@gmail.com  |                            |
| Select Dept 2 ▼   |                          |  |                            |
| Select Dept 3 ▼   |                          |  |                            |
| <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span>Save</span> <span>Cancel</span> <span>View Related Documents</span> </div>  |                          |  |                            |

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

04/25/2022

**Date Rec'd**

4/13/2022

**Clerk's File #**

ORD C36193

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

POLICE

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

MIKE MCNAB 835-4514

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

MMCNAB@SPOKANEPOLICE.ORG

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

Special Budget Ordinance

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

1560 - STATE FORFEITURES CI FUNDS SBO

**Agenda Wording**

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

**Summary (Background)**

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 40,000

# 1560-17200-21250-54922-99999

Select \$

#

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

**Study Session\Other**PSCHC Meeting  
04/11/2022**Division Director****Council Sponsor**

CATHCART/BINGLE

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

spdfinance

**For the Mayor**

ORMSBY, MICHAEL

MMCNAB

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

INGIOSI, PAUL

## Committee Agenda Sheet

### Public Safety & Community Health

|   |  |
|---|--|
| <b>Submitting Department</b>  | Spokane Police Department  |
| <b>Contact Name &amp; Phone</b>   | Major Mike McNab 835-4514  |
| <b>Contact Email</b>  | mmcnaab@spokanepolice.org  |
| <b>Council Sponsor(s)</b>   | Councilman Cathcart, Councilman Bingle   |
| <b>Select Agenda Item Type</b>  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes   |
| <b>Agenda Item Name</b>   | SBO to access state drug forfeiture funding  |
| <b>Summary (Background)</b>   | <p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p> |
| <b>Proposed Council Action &amp; Date:</b>  | Approval on May 23, 2022   |
| <b>Fiscal Impact:</b><br>Total Cost: \$75,000<br>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source: State funds received for one-time costs related to law enforcement and criminal justice legislation<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |  |
| <b>Operations Impacts</b>   |  |

What impacts would the proposal have on historically excluded communities?

**Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

**This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.**

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.**

**The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.**

## Committee Agenda Sheet

### Public Safety & Community Health

|  |  |
|--|--|
| <b>Submitting Department</b>   | Spokane Police Department  |
| <b>Contact Name &amp; Phone</b>  | Major Mike McNab 835-4514  |
| <b>Contact Email</b>   | mmcnab@spokanepolice.org   |
| <b>Council Sponsor(s)</b>  | Councilman Cathcart, Councilman Bingle   |
| <b>Select Agenda Item Type</b>   | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes   |
| <b>Agenda Item Name</b>  | SBO to access state drug forfeiture funding  |
| <b>Summary (Background)</b>  | <p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> |
| <b>Proposed Council Action &amp; Date:</b>   | Approval on April 25, 2022   |
| <b>Fiscal Impact:</b><br>Total Cost: \$40,000<br>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source: State forfeiture/seizure funds<br><br>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |  |
| <b>Operations Impacts</b>  |  |
| What impacts would the proposal have on historically excluded communities?<br><br><b>Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.</b>   |  |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?<br><br><b>The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.</b>   |  |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

**This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.**

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.**

**The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.**

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$175,0000
  - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
  - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
  - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to continue and expand the use of confidential funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$75,000
  - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
  - B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
  - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to continue and expand the use of confidential funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$40,000
  - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
  - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to continue and expand the use of confidential funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

ORD C36251

**Renews #**

**Submitting Dept**

MUNICIPAL COURT

**Cross Ref #**

**Contact Name/Phone**

HOWARD 625-4400

**Project #**

**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

**Bid #**

**Agenda Item Type**

Special Budget Ordinance

**Requisition #**

SBO

**Agenda Item Name**

0560 - SBO THERAPEUTIC COURT FUNDING

## **Agenda Wording**

Given the budget reductions of the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via SBO for 2022.

## **Summary (Background)**

Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court. To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget. As of the 2022 budget year, DUI Court has funds remaining for travel expenses and

Lease? NO

Grant related? NO

Public Works? NO

## **Fiscal Impact**

## **Budget Account**

Neutral \$ (55,000)

# 0560-13100-12500-09580-99999

Neutral \$ (16,300)

# 0560-13100-12500-52\*\*\*-99999 (benefits)

Neutral \$ 5,000

# 0560-13100-12500-54902-99999

Neutral \$ 55,000

# 0560-13100-12500-54201-99999

## **Approvals**

## **Council Notifications**

**Dept Head**

DELANEY, HOWARD

**Study Session\Other**

PSCH 7-11-2022

**Division Director**

LOGAN, MARY

**Council Sponsor**

CP Beggs CM's Kinnear &

**Finance**

BUSTOS, KIM

## **Distribution List**

**Legal**

PICCOLO, MIKE

hdelaney@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mdiamond@spokanecity.org

## **Additional Approvals**

jlargent@spokanecity.org

**Purchasing**

kbustos@spokanecity.org

**MANAGEMENT &**

STRATTON, JESSICA



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022. It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs." Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.

**Fiscal Impact**

Neutral      \$ 1,750

Neutral      \$ 6,250

**Budget Account**

# 0560-13100-12500-53201-99999

# 0560-13100-12500-53201-99999

**Distribution List**

|  |  |
|--|--|
|  |  |
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## Committee Agenda Sheet (Public Safety & Community Health)

|   |  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
|---|--|--|---------|--|-------|-----------------------------------|---------|-------------------------|-------|--------------------------|---------|----------------------------|----------------|-----------------------------------|-----------------|-------------------------------------|----------|-------------------------|---------|-------------------------------|-------|---|----------------|------------------------------|-----------------|
| <b>Submitting Department</b>                        | Municipal Court  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Contact Name &amp; Phone</b>                     | Howard F. Delaney / 509-625-4400   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Contact Email</b>                                | <a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Council Sponsor(s)</b>                           | CP Beggs   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Select Agenda Item Type</b>                      | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>10 Min</u>   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Agenda Item Name</b>                             | SBO – Therapeutic Court Funding  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <b>Summary (Background)</b>                         | <p>Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court.</p> <p>To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget.</p> <p>As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022.</p> <p>Given the budget reductions the Court experienced in its M&amp;O budget lines in the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via an SBO for the remainder of 2022 and will be submitting a request to embed therapeutic court finding in its budget submission for 2023.</p> <p>It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs."</p> <p>Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.</p> <p>For 2022, the funding specifically requested for the internal therapeutic courts are as follows:</p> <p><b>Community Court</b></p> <table> <tr><td>Training – Motivational Interviewing .....</td><td>\$5,000</td></tr> <tr><td>Program Information Publications .....</td><td>\$750</td></tr> <tr><td>Parking – Providers &amp; Staff .....</td><td>\$2,500</td></tr> <tr><td>Incentives/Awards .....</td><td>\$750</td></tr> <tr><td>City Hall Security .....</td><td>\$5,000</td></tr> <tr><td>Birth Certificates/ID.....</td><td><u>\$3,750</u></td></tr> <tr><td><i>Total Community Court.....</i></td><td><i>\$17,750</i></td></tr> </table> <p><b>DUI Court</b></p> <table> <tr><td>Random Alcohol &amp; Drug Testing .....</td><td>\$50,000</td></tr> <tr><td>Incentives/Awards .....</td><td>\$1,000</td></tr> <tr><td>Program Material/Binders.....</td><td>\$500</td></tr> <tr><td>Program Information Publications/Medical Cards.....</td><td><u>\$1,000</u></td></tr> <tr><td><i>Total DUI Court .....</i></td><td><i>\$52,500</i></td></tr> </table> | Training – Motivational Interviewing ..... | \$5,000 | Program Information Publications ..... | \$750 | Parking – Providers & Staff ..... | \$2,500 | Incentives/Awards ..... | \$750 | City Hall Security ..... | \$5,000 | Birth Certificates/ID..... | <u>\$3,750</u> | <i>Total Community Court.....</i> | <i>\$17,750</i> | Random Alcohol & Drug Testing ..... | \$50,000 | Incentives/Awards ..... | \$1,000 | Program Material/Binders..... | \$500 | Program Information Publications/Medical Cards..... | <u>\$1,000</u> | <i>Total DUI Court .....</i> | <i>\$52,500</i> |
| Training – Motivational Interviewing .....          | \$5,000  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Program Information Publications .....              | \$750  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Parking – Providers & Staff .....                   | \$2,500  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Incentives/Awards .....                             | \$750  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| City Hall Security .....                            | \$5,000  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Birth Certificates/ID.....                          | <u>\$3,750</u>   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <i>Total Community Court.....</i>                   | <i>\$17,750</i>  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Random Alcohol & Drug Testing .....                 | \$50,000   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Incentives/Awards .....                             | \$1,000  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Program Material/Binders.....                       | \$500  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| Program Information Publications/Medical Cards..... | <u>\$1,000</u>   |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |
| <i>Total DUI Court .....</i>                        | <i>\$52,500</i>  |  |         |  |       |                                   |         |                         |       |                          |         |                            |                |                                   |                 |                                     |          |                         |         |                               |       |   |                |                              |                 |

|   |   |
|---|---|
|   | <p><b>Veteran's Court</b><br/> Program Information Binders.....\$600<br/> Program Information Publications .....<u>\$450</u><br/> <i>Total Veteran's Court</i>.....\$1,050<br/> <i>Total All Therapeutic Courts</i>.....\$71,300</p> <p><b>SBO</b><br/> From: Salary Savings – Community Court Coordinator, \$71,300</p> <p>Training - \$5,000:<br/> To: 0560-13100-12500-54902 Registration/Schooling<br/> Alcohol/Drug Testing Vouchers &amp; Security- \$55,000:<br/> To: 0560-13100-12500-54101 - Professional Services<br/> Program Brochures - \$2,200:<br/> To: 0560-13100-12500-54451 - Advertising<br/> Program Material/Binders – \$1,100:<br/> To: 0560-13100-12500-53101 - Office Supplies<br/> Incentives &amp; Awards: \$1,750<br/> To: 0560-13100-12500-53201 - Operating Supplies<br/> Parking Reimbursement/Birth Certificates &amp; IDs – \$6,250<br/> To: 0560-13100-12500-53201- Operating Supplies</p> |
| <b>Proposed Council Action &amp; Date:</b>  | <p>Approve the SBO<br/> July 25, 2022</p>   |
| <p><b>Fiscal Impact:</b><br/> Total Cost: \$71,300<br/> Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source            <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring<br/> Specify funding source: Internal Salary Savings</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time            <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p> |   |
| <b>Operations Impacts</b>   |   |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>The therapeutic (problem solving) court model assists historically excluded communities in more successfully navigating our complex criminal justice system and increases effectiveness in producing behavioral change in the population.</p>  |   |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>   |   |
| <p>Data points related to the demography of those under supervision in all Court/CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.</p>  |   |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data points from all Court/CJS programs are continually collected and analyzed to monitor the effectiveness of all Court/CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The improvement in therapeutic (problem solving) court funding as anticipated and the resulting additions to available program resources is a critical element of the City's criminal justice reform efforts.

ORDINANCE NO C36251

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.
- 2) Increase the appropriation for registration/schooling by \$5,000.
- 3) Increase the appropriation for professional services by \$55,000.
- 4) Increase the appropriation for advertising by \$2,200.
- 5) Increase the appropriation for office supplies by \$1,100.
- 6) Increase the appropriation for operating supplies by \$8,000.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





# Agenda Sheet for City Council Meeting of:

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

ORD C36252

**Renews #**

**Submitting Dept**

MUNICIPAL COURT

**Cross Ref #**

**Contact Name/Phone**

HOWARD 625-4400

**Project #**

**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

**Bid #**

**Agenda Item Type**

Special Budget Ordinance

**Requisition #**

**Agenda Item Name**

0560 - SBO - PRETRIAL, SENTENCE, & FTA REDUCTION ENHANCEMENTS

## Agenda Wording

The Court is requesting funds to provide various enhancements for defendants with drugs/alcohol testing vouchers (DUI Court), DV Intervention Treatment (DVIT) vouchers, cell phones to reduce FTA, and rideshare/bus passes to reduce FTA.

## Summary (Background)

Spokane Municipal Court has developed a number of programs and strategies to reduce recidivism, accelerate behavioral change, and reduce the delay and expense associated with individuals failing to appear at scheduled court hearings. Despite the Court's best efforts, it has been unable to secure adequate financial resources for these programs and strategies via the normal budget process. See attached briefing paper for additional details.

Lease? NO

Grant related? NO

Public Works? NO

## Fiscal Impact

## Budget Account

Neutral \$ 115,000

# 0560-13100-12500-54101 (Testing/DVIT

Neutral \$ 30,000

# 0560-13100-12500-54201 (Rides/Phones)

Neutral \$ (30,000)

# 0560-13100-12500-09590-99999

Neutral \$ (27,000)

# 0560-13100-12500-00130-99999

## Approvals

## Council Notifications

**Dept Head**

DELANEY, HOWARD

**Study Session\Other**

PSCH 7-11-2022

**Division Director**

LOGAN, MARY

**Council Sponsor**

CP Beggs CM's Kinnear &

**Finance**

BUSTOS, KIM

## Distribution List

**Legal**

PICCOLO, MIKE

jlargent@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbustos@spokanecity.org

## Additional Approvals

hdelaney@spokanecity.org

**Purchasing**

mdiamond@spokanecity.org

**MANAGEMENT &**

STRATTON, JESSICA



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Neutral     \$ (17,100)

Neutral     \$ (25,000)

**Budget Account**

# 0560-13100-12500-52XXX Benefits

# 0690-16100-23100-00290-99999

**Distribution List**

|  |  |
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## Committee Agenda Sheet (Public Safety & Community Health)

|                                 |  |
|---------------------------------|--|
| <b>Submitting Department</b>    | Municipal Court  |
| <b>Contact Name &amp; Phone</b> | Howard F. Delaney / 509-625-4400   |
| <b>Contact Email</b>            | <a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>   |
| <b>Council Sponsor(s)</b>       | CP Beggs   |
| <b>Select Agenda Item Type</b>  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>  |
| <b>Agenda Item Name</b>         | SBO – Pretrial, Sentence, & FTA Reduction Enhancements   |
| <b>Summary (Background)</b>     | <p>Spokane Municipal Court has developed a number of programs and strategies to reduce recidivism, accelerate behavioral change, and reduce the delay and expense associated with individuals failing to appear at scheduled court hearings.</p> <p>Despite the Court's best efforts, it has been unable to secure adequate financial resources for these programs and strategies via the normal budget process.</p> <p>With many matters before the Court, the requirement to randomly test for drugs and alcohol is a necessary condition of pretrial release and post sentence supervision. The cost of those tests has risen to \$30 per test. The Court will normally require an individual to test between 4 and 6 times per month, at a cost of \$120 to \$180 per month. Although the Court can order such testing, under Washington case law if the defendant is indigent, the Court cannot force the defendant to spend money he/she does not have or penalize him/her for not testing. Since 80% +/- of the individuals appearing before the Court qualify as indigent under the provisions of RCW 10.101.010(3), many individuals who should be randomly testing for drugs and/or alcohol are not ordered to do so based on the status of indigent. The Court is requesting funds to provide testing vouchers for indigent defendants with cases outside of DUI Court, in the amount of \$50,000.</p> <p>Another treatment program that our indigent population cannot afford is Domestic Violence Intervention Treatment (DVIT). This is a Washington State sanctioned and DSHS certified program whereby state licensed providers provide assessments and follow up behavioral modification programs to perpetrators of domestic violence. Given the cost of the program, which can be \$1,500 per individual and is not covered by health insurance, our Court cannot impose the program for many DV offenders appearing before the Court. In order to provide vouchers to indigent offenders for this program through the end of 2022, the Court is requesting \$65,000.</p> <p>The Court has been participating in a program to reduce failures to appear and failures to comply with treatment obligations that was initially funded via the County's MacArthur grant. It provides low cost cellular phones and limited monthly minutes to defendants who cannot afford one. This allows the defendant to keep in contact with their assigned public defender and to get court date and other text reminders from the Court, CJS, and the Public Defender's office. Initial data on the program show improvement in FTA rates and contact with assigned counsel. Data on the cellular telephone program as of May 2022, is about 4%.</p> <p>The program also provides rideshare transportation to defendants to court hearings, CJS appointments, attorney appointments, treatment appointments, etc. Although we are waiting for data from the County, our anecdotal experience indicates that those individuals receiving the rideshare rides or the bus passes provided by the Court have fewer issues with failing to appear and failing to comply with court ordered obligations. Since the MacArthur funds are nearly gone, we would like to continue the pilot program in the City through the end of 2022,</p> |

|  |  |
|--|--|
|  | <p>compile additional data on the program's efficacy and make a decision on continuing the program in 2023. Total cost \$30,000</p> <p><b>SBO</b></p> <p>From: Salary Savings – Court Commissioner, \$39,000<br/> Court Clerk II, \$35,000<br/> Community Justice Specialist, \$32,000<br/> Community Justice Counselor, \$39,000</p> <p>Alcohol &amp; Drug Testing Vouchers- \$50,000:<br/> To: 0560-13100-12500-54101 Professional Services</p> <p>DVIT Vouchers- \$65,000:<br/> To: 0560-13100-12500-54101 Professional Services</p> <p>Rideshare/Bus Passes/Cellular Phones - \$30,000: To:<br/> 0560-13100-12500-54201 Contractual Services</p> |
| <b>Proposed Council Action &amp; Date:</b>   | <p>Approve the SBO.</p> <p>July 25, 2022</p>   |
| <p><b>Fiscal Impact:</b><br/> Total Cost: \$145,000<br/> Approved in current year budget?    <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A<br/> Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring<br/> Specify funding source: Internal Salary Savings / Criminal Justice Fund 1910<br/> Expense Occurrence <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring<br/> Other budget impacts: (revenue generating, match requirements, etc.) Reduction in jail expenses</p> |  |
| <b>Operations Impacts</b>  |  |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>Given the demographic of our indigent population, by reducing the financial barriers to successful completion of their court ordered responsibilities, the population will have an increased chance of making the transitional behavior changes that will prevent them from continuing to offend.</p>   |  |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Data points related to the demography of those using these programs are being collected and analyzed. Data tracking elements for these programs have recently been added to eCourt and the analysis of those data points will be enhanced when additional eCourt reporting features go online later this year.</p>  |  |
| <p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>Data points on all CJS programs are continually collected and analyzed to monitor the effectiveness of all CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to be implemented later this year.</p>  |  |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>These types of programs are critical elements of the City's criminal justice reform efforts.</p>  |  |

ORDINANCE NO C36252

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for Court Commissioner in the Municipal Court department by \$39,000.
- 2) Decrease the appropriation for Court Clerk II in the Municipal Court department by \$35,000.
- 3) Decrease the appropriation for a Community Justice Specialist in the Community Justice Services department by \$32,000.
- 4) Decrease the appropriation for a Community Justice Counselor in the Community Justice Services department by \$39,000.
- 5) Increase the appropriation of professional services in the Municipal Court department by \$115,000.
- 6) Increase the appropriation of contractual services in the Municipal Court department by \$30,000.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriately fund essential testing, treatment, and FTA reduction programs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



# Agenda Sheet for City Council Meeting of: 08/15/2022

|                       |            |
|-----------------------|------------|
| <b>Date Rec'd</b>     | 8/3/2022   |
| <b>Clerk's File #</b> | ORD C36253 |
| <b>Renews #</b>       |            |

|                           |                                      |                      |  |
|---------------------------|--------------------------------------|----------------------|--|
| <b>Submitting Dept</b>    | MUNICIPAL COURT                      | <b>Cross Ref #</b>   |  |
| <b>Contact Name/Phone</b> | HOWARD DELANEY 625-4450              | <b>Project #</b>     |  |
| <b>Contact E-Mail</b>     | HDELANEY@SPOKANECITY.ORG             | <b>Bid #</b>         |  |
| <b>Agenda Item Type</b>   | Special Budget Ordinance             | <b>Requisition #</b> |  |
| <b>Agenda Item Name</b>   | 0560 - SBO - COURT SPACE MAINTENANCE |                      |  |

## **Agenda Wording**

Special budget ordinance to utilize salary savings to complete maintenance to Municipal Court. Included is surface preparation and painting for four courtrooms, furniture for four courtrooms, and various maintenance.

## **Summary (Background)**

Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and clerk counter furnishings since the inception of the Court in 2009. The courtrooms and furnishings associated therewith have become unacceptable and unprofessional, including dirty walls, degraded paint, and broken furniture. The current interlocal with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

|         |             |                       |                                     |
|---------|-------------|-----------------------|-------------------------------------|
| Neutral | \$ 11,500   | <b>Budget Account</b> | # 0560-13100-12500-54802-99999      |
| Neutral | \$ 50,800   |                       | # 0560-13100-12500-53505-99999      |
| Neutral | \$ (48,000) |                       | # 0560-13100-12500-00120-99999      |
| Neutral | \$ (14,300) |                       | # 0560-13100-12500-52xxx (benefits) |

## **Approvals**

**Dept Head** DELANEY, HOWARD

**Division Director** LOGAN, MARY

**Finance** BUSTOS, KIM

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

## **Additional Approvals**

**Purchasing** hdelaney@spokanecity.org

**MANAGEMENT & BUDGET** STRATTON, JESSICA

## **Council Notifications**

**Study Session\Other** PSCH 7-11-2022

**Council Sponsor** CP Beggs CM's Kinnear & Stratton

## **Distribution List**

kbustos@spokanecity.org

jlargent@spokanecity.org

mdiamond@spokanecity.org

## Committee Agenda Sheet (Public Safety & Community Health)

|                                 |   |
|---------------------------------|---|
| <b>Submitting Department</b>    | Municipal Court   |
| <b>Contact Name &amp; Phone</b> | Howard F. Delaney / 509-625-4400  |
| <b>Contact Email</b>            | <a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>  |
| <b>Council Sponsor(s)</b>       | B. Beggs  |
| <b>Select Agenda Item Type</b>  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>10 Min</u>  |
| <b>Agenda Item Name</b>         | SBO – Physical Space Maintenance  |
| <b>Summary (Background)</b>     | <p>Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and clerk counter furnishings since the inception of the Court in 2009.</p> <p>During that time, our 4 courtrooms have not been painted and despite some “budget” furnishings having been purchased, no commercial grade upgrades to our furnishings have been made.</p> <p>The courtrooms and furnishings associated therewith have become unacceptable and unprofessional, including dirty walls, degraded paint, and broken furniture.</p> <p>The current interlocal with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting.</p> <p>We have obtained quotes from the County for surface preparation and painting of the 4 courtrooms. Based on the age of the quotes and the current rate of inflation and the fact the County Facilities is now charging for estimates, we believe the current cost of the project to be \$5,000.</p> <p>We have obtained an estimate from Contract Design Associates to upgrade the most critical elements of our courtroom furnishings, including counsel tables, counsel chairs, and the witness chair. The cost to upgrade the furniture package across all 4 courtrooms is \$18,900, including the cost of disposing of broken items.</p> <p>The electrical outlets in our courtrooms are not well positioned for the use of electronic devices by the attorneys for the City or the defendant. This produces random equipment malfunctions and creates trip hazards. Cost for County to correct \$1,500.</p> <p>The US and Washington State Flags that are necessary for the courtrooms have also degraded to the point of embarrassment. US flag aficionados have also pointed out our flag and pole sets are not appropriate. The total cost of replacement across the 4 courtrooms is \$2,900.</p> <p>Our Court Clerk’s office has similar space maintenance and furniture deficiencies as the courtrooms.</p> <p>The entire west wall of the office is windows. The blinds for those windows are more than 15 years old, do not function properly, and no longer screen the light out. This means clerks have reflections on their computer monitors, which makes it difficult to work, contributes to eye strain, and reduces productivity. The cost of replacement blinds and installation by County facilities is \$5,000.</p> |

|   |  |
|---|--|
|   | <p>The current call center type configuration in the Court Clerk's Office has created social distancing/contamination issues during the course of the pandemic. Many of the employees also find the noise levels in the office distracting, due to the lack of sound blocks between the workstations. A practical solution to these issues has been suggested by the consultants from CDA. The cost is \$25,000, including installation.</p> <p>Finally, the high-rise chairs for our counter clerks have nearly all failed and pose a safety concern as well as a productivity impairment. Depending on stock availability at CDA, the replacement cost is \$4,000.</p> <p><b>SBO</b><br/> Courtroom Painting, Electrical, &amp; Clerk's Blinds- \$11,500:<br/> From: Salary Savings – Various positions<br/> To: 0560-13100-12500-54802 Building Repairs/Maintenance<br/> Furnishings – Courtrooms and Clerk's Office - \$50,800:<br/> From: Salary Savings – Various positions<br/> To: 0560-13100-12500-53505 Office Furniture</p> |
| <b>Proposed Council Action &amp; Date:</b>  | Approve the SBO.<br>July 25, 2022  |
| <p><b>Fiscal Impact:</b><br/> Total Cost: <u>\$62,300</u><br/> Approved in current year budget?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source   <input checked="" type="checkbox"/> One-time   <input type="checkbox"/> Recurring<br/> Specify funding source:</p> <p>Expense Occurrence   <input checked="" type="checkbox"/> One-time   <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p> |  |
| <b>Operations Impacts</b>   |  |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>None</p>   |  |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>No data will be collected.</p>   |  |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A.</p>  |  |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Improves employee safety.</p>  |  |



ORDINANCE NO C36253

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for Court Clerk I positions in the Municipal Court department by \$62,300.
- 2) Increase the appropriation for office furniture (non-capital) by \$50,800.
- 3) Increase the appropriation for building repairs/maintenance by \$11,500.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to refurbish, replace, and/or repair various Court spaces and furnishings, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**SPECIAL MEETING NOTICE OF THE  
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE**

**A special meeting of the Public Safety & Community Health Committee  
will be held on July 11, 2022, at 10:00 a.m.**


The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 a.m. on Monday, July 11, 2022**, in City Council Chambers, – Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. The Public Safety & Community Health Committee meeting is regularly held the 1<sup>st</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

Members of the public who cannot attend in person can tune in to the meeting by viewing it live on CityCable5, at <https://my.spokanecity.org/citycable5/live>, or <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2495 697 3013.

**See attached agenda**

  
**Breean Beggs**  
**Council President**

  
**Laurie Farnsworth**  
**Acting City Clerk**

**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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mpiccolo@spokanecity.org](mailto:mpiccolo@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.

**Public Safety & Community Health Committee  
Agenda for 10:00 a.m. Monday, July 11, 2022**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 a.m. on July 11, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1<sup>st</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

**AGENDA**

- I. **Call to Order**
- II. **Approval of Minutes from June 6, 2022**
- III. **Committee and Board Appointment Candidate Interviews**
  1. Appointment of Eric Iannelli to serve on WQTIF Neighborhood Project Advisory Committee through April 9, 2024.
- IV. **Reports/Updates (Briefing pages only, no discussion)**
  1. [Strategic Initiatives Update \(SPD\)](#)
  2. [Photo Red Update \(SPD\)](#)
  3. [Monthly Report \(OPO\)](#)
- V. **Discussion Items**
  1. Fire Department Update – Chief Schaeffer (5 minutes)
  2. Discussion on Violent Crimes Taskforce & DV Unit Staffing – Chief Meidl (15 minutes)
  3. [EAGL Gunshot Detection and Alerting System](#) – Shawna Ernst (10 minutes)
  4. [Municipal Court SBO Discussion](#) – Howard Delaney (20 minutes)
  5. [2023 Public Safety Vehicle SBO Discussion SPD & SFD](#) – CP Beggs (20 minutes)
  6. [2022 Urban Camping Compliance Act](#) – CM Cathcart (10 minutes)
  7. [Essential City Facilities Ordinance](#) – CP Beggs (5 minutes)
- VI. **Consent Items**
  1. [Special Counsel Contract Amendment re: Novak Matter](#) (City Legal)
  2. [Department of Ecology Grant for Hazmat Team Equipment](#) (SFD)

3. [Infor CAD Software Contract Amendment](#) (SFD)
4. [ABM Contract Amendment](#) (SPD)
5. [ESO Solutions, Inc. Annual Subscription Fees for Software](#) (SFD/IT)
6. [Sole Source Contract Leasing of Defibrillators & Durable Medical Equipment](#) (SFD)
7. [Software Renewal for Cellebrite](#) (SPD)

VII. **Executive Session**

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. **Adjournment**

**Next Public Safety & Community Health Committee meeting**

The next meeting will be held at the regular date and time of 1:15 p.m. August 1, 2022.

**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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mpiccolo@spokanecity.org](mailto:mpiccolo@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.

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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

ORD C36254

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

MUNICIPAL COURT

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

HOWARD DELANEY 625-4450

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

HDELANEY@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0560 - SBO - PRETRIAL SERVICE UNIT - TRANSITION FROM PILOT PROJECT

**Agenda Wording**

Transition Pretrial Service Unit from pilot project employees to permanent full-time equivalent positions to retain staff and reduce inefficiencies caused by project staff turnover.

**Summary (Background)**

The Pretrial Services Unit was established as a pilot program under the City Council's request for a Pretrial Supported Release alternative in 2020. The City Council set aside \$250,000 to establish a pretrial services program. The program will be managed by two (2) Community Justice Counselor FTEs and one (1) Community Justice Specialist FTE.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$ \$47,694, including benefits (2022)

# 0690-16100-23300-09540

Neutral \$ \$18,838, including benefits (2022)

# 0690-16100-23300-00290

Neutral \$ -\$66,532 (2022)

# 1625-16100-23200-08500

Select \$

#

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

DELANEY, HOWARD

**Study Session\Other**

PSCH 7/11/2022

**Division Director**

LOGAN, MARY

**Council Sponsor**

CP Beggs CM's Kinnear &amp; Stratton

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

hdelaney@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mdiamond@spokanecity.org

**Additional Approvals**

jlargent@spokanecity.org

**Purchasing**

kbustos@spokanecity.org

**MANAGEMENT & BUDGET**

WALLACE, TONYA

## Committee Agenda Sheet (Public Safety & Community Health)

|                                 |   |
|---------------------------------|---|
| <b>Submitting Department</b>    | Municipal Court   |
| <b>Contact Name &amp; Phone</b> | Howard F. Delaney / 509-625-4400  |
| <b>Contact Email</b>            | <a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>  |
| <b>Council Sponsor(s)</b>       | CP Beggs  |
| <b>Select Agenda Item Type</b>  | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>10 Min</u>  |
| <b>Agenda Item Name</b>         | SBO – Pretrial Service Unit – Transition from Pilot Project   |
| <b>Summary (Background)</b>     | <p>The Pretrial Services Unit was established as a pilot program under the City Council’s request for a Pretrial Supported Release alternative in 2020. The City Council set aside \$250,000 to establish a pretrial services program.</p> <p>Based upon the fact the program was to be a pilot and funding was limited, the Municipal Court judges met with CJS and developed the following eligibility criteria:</p> <ol style="list-style-type: none"> <li>1. The pilot, as a Supported Release Program, is only to be applied to those defendants arrested and booked into jail.</li> <li>2. Eligible charges were determined to be DUI/Physical Control, all Domestic Violence related charges (excluding Malicious Mischief DV), and Assault. These charge types were selected based upon statistical analysis of cases primarily held on bond and posing the highest risk of harm to the community/victim.</li> <li>3. Only cases with eligible charges, PSU screenings, and alternatives to Bond were eligible for PSU monitoring.</li> </ol> <p>The goals established for the program design were straight forward:</p> <ol style="list-style-type: none"> <li>(a) Reduce pretrial detention rates</li> <li>(b) Reduce recidivism (pre/post disposition)</li> <li>(c) Reduce FTA rates - Court Appearances</li> <li>(d) Reduce time to disposition</li> <li>(e) Reduce the use of monetary conditions (bail/bond)</li> </ol> <p>The full impact of the pandemic fully set in during our original implementation window. Our in-custody populations plummeted, issuance of bench warrants was suspended, and staff shortages made intensive staffing programs very difficult.</p> <p>By July of 2021, it became apparent the pandemic was relaxing its grip on our region and the decision was made to move forward with program implementation.</p> <p>After obtaining administrative approval for onboarding various project staff positions, as well as running an unsuccessful IRFP for the community navigator component of the program, the PSU unit was initiated with internal navigation services in November of 2021.</p> <p>As of May 15, 2022, the PSU pilot program has operated for 6 months and the results are very promising. As of that date, the PSU program has screened 431 defendants with an additional 162 defendants with qualifying charges not being screened for several reasons (jail lockdown, no bail holds, lack of resources). Data are currently being reviewed to compare against similar timeframes and conditions in</p> |

|   |  |
|---|--|
|   | <p>2016, 2017, 2018, and 2019. Attached is a first run of data; however, we are currently evaluating the data to refine accuracy and outcome measurements.</p> <p>We have lost some of the program's project employees, which due to the challenging job market we have been unable to rehire and have lost to full time positions elsewhere. The lack of staffing has caused challenges in keeping the program operating at maximum efficiency. Given the effectiveness of the pilot thus far, we are seeking to have the program extended, using full time employees instead of project positions in order to allow us to recruit staff, continue the program's initial successes, and fully demonstrate the cost effectiveness of the PSU unit.</p> <p><b>SBO</b><br/>Current Project Personnel to FTEs</p> <p>Community Justice Counselor (CJC) Project #1 : Total \$ 41,600<br/>From: Allocated Funds Public Safety Funds from Personnel Fund 1625<br/>To: New Position – Community Justice Counsellor FTE</p> <p>Community Justice Counselor (CJC) Project #2 (Vacant): Total \$ 38,350<br/>From: Allocated Funds Public Safety Funds from Personnel Fund 1625<br/>To: New Position – Community Justice Counsellor FTE</p> <p>Community Justice Specialist (CJS) Project #1): Total \$ \$31,900<br/>From: Allocated Funds Public Safety Funds from Personnel Fund 1625<br/>To: New Position – Community Justice Specialist FTE</p> |
| <b>Proposed Council Action &amp; Date:</b>  | <p>Approve the SBO, including creating the related Community Justice Counselor and Community Justice Specialist FTE positions.</p> <p>July 25, 2022</p>  |
| <p><b>Fiscal Impact:</b><br/>Total Cost: _\$111,850<br/>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring<br/>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p> |  |
| <b>Operations Impacts</b>   |  |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>Although the conversion of these project positions to full time employees will have no direct impact in and of itself, one of the goals of this SBO is to promote the hiring and retention of personnel qualified to provide analysis of how CJS programs positively or negatively impact this population.</p>   |  |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Data points related to the demography of those under supervision in all CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year</p>             |  |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data points on all CJS programs are continually collected and analyzed to monitor the effectiveness of all CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The changes to the Community Justice Services department and the resulting modifications to departmental operations is a critical element of the City’s criminal justice reform efforts.



| Community Justice Services - Pretrial Services Unit - 180 Day Pilot Review   |                |  |           |  |  |
|--|----------------|--|-----------|--|--|
|  | Baseline Cases | Baseline Result  | PSU Cases | PSU Result   | Outcome  |
| Pretrial Detention Rates   | 1,487          | Average time defendants are held in-custody was 5.93 days days with a total time average of 14.60 days.  | 431       | Average time defendants are held in-custody was 4.95 days days with a total time average of 5.42 days.   | Detention rates are defined as the total number of days a defendant is booked into jail and held during a predisposition status. The rate also includes the average number of days per case a defendant is held in-custody.  |
| FTA Rates  | 1,487          | Predisposition FTA rate of total Predisposition Hearings was 6.789%  | 431       | Predisposition FTA rate of total Predisposition Hearings was 4.69%   | Failure to Appear rates are a significant component of jail rates/costs as well as issuance of bond at first appearance. The reduction of FTA's reduces warrant issuance, warrant recall hearings, jail bookings, detention rates, and justice system costs.   |
| Monetary Conditions  | 1,487          | OR Rate of 45.80%, Bond Rate of 54.14%, Average Bond Amount \$1,749.27.  | 431       | OR Rate of 72.98%, Bond Rate of 26.02%, Average Bond Amount \$1,554.35.  | PSU recommends release 27.98% higher then the baseline period, or 1.6X the baseline reporting period. PSU recommends the use of Bond nearly 50% less then the reporting period.  |
| Time to Disposition  | 1,487          | Average time to disposition from the Case Filed Date was 263.71 days   | 431       | Average time to disposition from the Case Filed Date is 55.05 days   | Time to Disposition is an overall calculation of the time a case is filed with the Court to the date of case disposition (dismissal, diversion, sentence, etc.). The PSU results are not complete calculations due the infancy of the Pilot.   |
| Recidivism   | TBD            | City ITCMS is currently evaluating 2010 - 2022 data obtained from Washington State Administrative Office of the Court compiling all Courts of Limited Jurisdiction and Superior Court convictions to calculate Recidivism. | 431       | City ITCMS is currently evaluating 2010 - 2022 data obtained from Washington State Administrative Office of the Court compiling all Courts of Limited Jurisdiction and Superior Court convictions to calculate Recidivism. | Recidivism measures require three characteristics:<br>1. a starting event, such as release from jail. In this review we have started with the first Municipal Court conviction. 2. a measure of failure following the starting event, such as subsequent arrest, conviction, or return to jail. In this review we are using the measure of new conviction. 3. an observation or follow-up period that generally extends from the date of the starting event (conviction) to a predefined end date (ie. 1 - 5 years). |
|  |                |  |           |  |  |
| Baseline Period 1/1/2016 - 1/1/2019  |                |  |           |  |  |
| PSU Period 11/15/2021 - 5/15/2022  |                |  |           |  |  |
|  |                |  |           |  |  |
| Cases were defined as PSU eligible offenses: DUI/Physical Control, Domestic Violence Related Offenses (excluding Malicious Mischief), and Assault. |                |  |           |  |  |

ORDINANCE NO C36254

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "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," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety Personnel Fund & the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Delete two project Community Justice Counselors (from 2 to 0) and decrease the associated appropriation for salary and benefits by \$47,694.
- 2) Delete one project Community Justice Specialist (from 1 to 0) and decrease the associated appropriation for salary and benefits by \$18,838.
- 3) Increase the appropriation for an operating transfer-out by \$66,532.
- (A) There is no change to the overall appropriation level in the Public Safety Personnel Fund.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Increase revenue for an operating transfer-in in the Community Justice Services department by \$66,532.
- 2) Add two classified Community Justice Counselor FTE positions (from 10 to 12) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$47,694.
- 3) Add one classified Community Justice Specialist FTE positions (from 2 to 3) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$18,838.
- A) This is an increase to the overall appropriation level in the General Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create two Community Justice Counselor positions and one Community Justice Specialist position to formalize the Pretrial Services Unit, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

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Mayor

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Date

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Effective Date



**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 7/26/2022     |
| <b>Clerk's File #</b> | RES 2022-0073 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  |               |

|                           |                              |
|---------------------------|------------------------------|
| <b>Submitting Dept</b>    | CITY COUNCIL                 |
| <b>Contact Name/Phone</b> | ZACK ZAPPONE X6256           |
| <b>Contact E-Mail</b>     | ZZAPPONE@SPOKANECITY.ORG     |
| <b>Agenda Item Type</b>   | Resolutions                  |
| <b>Agenda Item Name</b>   | 0320 - ADU REPORT RESOLUTION |

**Agenda Wording**

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Unit (ADU) usage.

**Summary (Background)**

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Units (ADU) usage. This report will include: the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.

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

|         |    |   |
|---------|----|---|
| Neutral | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |
| Select  | \$ | # |

|                                    |                   |                                     |                              |
|------------------------------------|-------------------|-------------------------------------|------------------------------|
| <b><u>Approvals</u></b>            |                   | <b><u>Council Notifications</u></b> |                              |
| <b><u>Dept Head</u></b>            | ALLERS, HANNAHLEE | <b><u>Study Session\Other</u></b>   | 7/25 PIES Committee          |
| <b><u>Division Director</u></b>    |                   | <b><u>Council Sponsor</u></b>       | Zappone, Stratton, Wilkerson |
| <b><u>Finance</u></b>              |                   | <b><u>Distribution List</u></b>     |                              |
| <b><u>Legal</u></b>                |                   | jgunn@spokanecity.org               |                              |
| <b><u>For the Mayor</u></b>        |                   |                                     |                              |
| <b><u>Additional Approvals</u></b> |                   |                                     |                              |
| <b><u>Purchasing</u></b>           |                   |                                     |                              |
|                                    |                   |                                     |                              |
|                                    |                   |                                     |                              |
|                                    |                   |                                     |                              |

## Committee Agenda Sheet

### [COMMITTEE]

|  |   |
|--|---|
| <b>Submitting Department</b>   | City Council  |
| <b>Contact Name &amp; Phone</b>  | Zack Zappone (6256)   |
| <b>Contact Email</b>   | zzappone@spokanecity.org  |
| <b>Council Sponsor(s)</b>  | CM Stratton, CM Wilkerson   |
| <b>Select Agenda Item Type</b>   | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>5 minutes</u>  |
| <b>Agenda Item Name</b>  | ADU Report Resolution   |
| <b>Summary (Background)</b>  | <p>A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Units (ADU) usage.</p> <p>This report will include: the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.</p> |
| <b>Proposed Council Action &amp; Date:</b>   | Vote for approval August 15 <sup>th</sup> , 2022  |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |   |
| <b>Operations Impacts</b>  |   |
| What impacts would the proposal have on historically excluded communities?<br>N/A  |   |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?<br>N/A  |   |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?<br><br>The purpose of this resolution is to collect data to better understand whether the ordinance and the subsequent amendments were effective in creating more housing options in Spokane.  |   |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?<br>N/A  |   |

## RESOLUTION NO. 2022-0073

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report of Accessory Dwelling Units (ADU) usage

**WHEREAS**, Mayor Nadine Woodward proclaimed a housing emergency in Spokane on July 26<sup>th</sup>, 2021, and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

**WHEREAS**, with the goal of increasing housing options, the City of Spokane passed Ordinance C36225 which amends Spokane Municipal Code (SMC) Sections 17C.110.200, 17C.110.225, 17C.300.100, 17C.300.110, 17C.300.120, 17C.300.130, and 17C.300.140; and

**WHEREAS**, these amendments propose changes to increase flexibility for accessory dwelling units; remove lot size transitions; and modify and streamline short plat notification; and

**WHEREAS**, with the goal of understanding the effectiveness of these changes, the City of Spokane should publish and present data on ADU usage for the next 3 years; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council moves to require an annual ADU report to include the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
08/15/2022

|                              |               |
|------------------------------|---------------|
| <b><u>Date Rec'd</u></b>     | 7/28/2022     |
| <b><u>Clerk's File #</u></b> | RES 2022-0074 |
| <b><u>Renews #</u></b>       |               |

|                                  |   |                             |  |
|----------------------------------|---|-----------------------------|--|
| <b><u>Submitting Dept</u></b>    | HUMAN RESOURCES   | <b><u>Cross Ref #</u></b>   |  |
| <b><u>Contact Name/Phone</u></b> | MIKE PICCOLO X6237  | <b><u>Project #</u></b>     |  |
| <b><u>Contact E-Mail</u></b>     | MPICCOLO@SPOKANECITY.ORG  | <b><u>Bid #</u></b>         |  |
| <b><u>Agenda Item Type</u></b>   | Resolutions   | <b><u>Requisition #</u></b> |  |
| <b><u>Agenda Item Name</u></b>   | 0620 RESOLUTION APPOINTING RICHARD HUGHES TO SOLID WASTE COLLECTION MANAGER |                             |  |

**Agenda Wording**

Resolution appointing Richard Hughes to Solid Waste Collection Manager

**Summary (Background)**

Resolution appointing Richard Hughes to Solid Waste Collection Manager

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

|        |    |   |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

|                                    |                  |                                     |                         |
|------------------------------------|------------------|-------------------------------------|-------------------------|
| <b><u>Approvals</u></b>            |                  | <b><u>Council Notifications</u></b> |                         |
| <b><u>Dept Head</u></b>            | PICCOLO, MIKE    | <b><u>Study Session\Other</u></b>   | PIES 07/25/2022         |
| <b><u>Division Director</u></b>    | PICCOLO, MIKE    | <b><u>Council Sponsor</u></b>       | CM Stratton & CM Bingle |
| <b><u>Finance</u></b>              | BUSTOS, KIM      | <b><u>Distribution List</u></b>     |                         |
| <b><u>Legal</u></b>                | PICCOLO, MIKE    | rcouch@sokanecity.org               |                         |
| <b><u>For the Mayor</u></b>        | PERKINS, JOHNNIE | jquick@spokanecity.org              |                         |
| <b><u>Additional Approvals</u></b> |                  | jlargent@spokanecity.org            |                         |
| <b><u>Purchasing</u></b>           |                  |                                     |                         |
|                                    |                  |                                     |                         |
|                                    |                  |                                     |                         |
|                                    |                  |                                     |                         |

## Committee Agenda Sheet

### PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY

|  |  |
|--|--|
| <b>Submitting Department</b>   | Human Resources  |
| <b>Contact Name &amp; Phone</b>  | Ryan Couch, Human Resources Analyst x6912  |
| <b>Contact Email</b>   | rcouch@spokanecity.org   |
| <b>Council Sponsor(s)</b>  | Solid Waste Collection (Richard Hughes) –<br>Council Member Stratton and Council Member Bingle   |
| <b>Select Agenda Item Type</b>   | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 mins   |
| <b>Agenda Item Name</b>  | Council Confirmation of Mayoral Appointee –<br>Solid Waste Collection Manager  |
| <b>Summary (Background)</b>  | <p>All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03.01A.195.</p> <ul style="list-style-type: none"> <li><u>Appointment of Richard Hughes to Solid Waste Collection Manager</u> – The Solid Waste Collection Manager recruitment opened on February 22<sup>nd</sup>, 2022 and closed on March 31<sup>st</sup>, 2022.</li> <li>29 applications were received; 15 applicants did not meet the minimum qualifications; 14 applicants passed only the minimum screening; 8 applicants were selected to participate in the first round of interviews.</li> <li>2 candidates were selected for and participated in the second round of interviews.</li> <li>Mr. Hughes has been a City employee for 28 years as a Refuse District Supervisor.</li> </ul> <p>Richrd hughes was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Solid Waste Collection Manager.</p> |
| <b>Proposed Council Action &amp; Date:</b>   | Confirm the Appointment of Richard Hughes as the Solid Waste Collection Manager.   |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |  |
| <b>Operations Impacts</b>  |  |
| What impacts would the proposal have on historically excluded communities? N/A   |  |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A   |  |



How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A

**RESOLUTION 2022 - 0074**

A resolution approving the appointment of Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2022.

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

Approved as to form:

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

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

08/15/2022

**Date Rec'd**

8/3/2022

**Clerk's File #**

RES 2022-0075

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

ELDON BROWN 625-6305

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

EBROWNSPOKANECITY.ORG

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

Resolutions

**Requisition #****Agenda Item Name**4700 – STREET VACATION OF THE ALLEY BETWEEN EVERETT AVE AND  
VACATED SANSON**Agenda Wording**

Resolution setting hearing before the City Council for September 19, 2022 for the vacation of the alley between Everett Ave and vacated Sanson Ave, from Julia St to Myrtle St, as requested by Camtek Inc.

**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

\$

#

Neutral

\$

#

Neutral

\$

#

Neutral

\$

#

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

MACDONALD, STEVEN

**Study Session\Other**

7/25/22 PIES Committee

**Division Director**

PALMQUIST, TAMI

**Council Sponsor**

Bingle, Cathcart

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

smacdonald@spokanecity.org

**Purchasing**

kkuchlenz@spokanecity.org

rwaller@spokanecity.org

## **R E S O L U T I O N 2022-0075**

WHEREAS, on May 23, 2022, the Spokane City Council received a petition for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street , 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 the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, 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 the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, 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 September 19, 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 \_\_\_\_\_, 2022.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**P2202994VACA**



**Right-of-way Description:  
Alley between vacated Sanson Ave and  
Everett Ave, from Julia to Myrtle**

**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:

07/25/2022

**Date Rec'd**

7/12/2022

**Clerk's File #**

RES 2022-0068

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

ORD C36243

**Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Contact Name/Phone**

TERI STRIPES X6597

**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

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

Resolutions

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

0650 - MULTI-FAMILY TAX EXEMPTION RESOLUTION SETTING A HEARING

## Agenda Wording

A Resolution expressing the intention of the City Council to designate a residential targeted area, amending SMC 8.15.030 the Multi-Family Tax Exemption incentive, and setting a public hearing.

## Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program designating residential targeted areas within urban centers and to certify qualified property owners for that property tax exemption.

Lease? NO

Grant related? NO

Public Works? NO

## Fiscal Impact

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

## Approvals

**Dept Head**

BLACK, TIRRELL

**Division Director**

MACDONALD, STEVEN

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

PERKINS, JOHNNIE

## Council Notifications

**Study Session\Other**

UE 7/11/22

**Council Sponsor**CMs Beggs, Bingle, &  
Zappone

## Distribution List

tstripes@spokanecity.org

smacdonald@spokanecity.org

sgardner@spokanecity.org

## Additional Approvals

**Purchasing**

mpiccolo@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

Adopted by Spokane City  
Council on: 07/25/2022

DocuSigned by:

CC56CBA4DCC84D6...  
City Clerk

## Committee Agenda Sheet

### Urban Experience – July 2022

|  |  |
|--|--|
| <b>Submitting Department</b>   | Planning and Economic Development  |
| <b>Contact Name &amp; Phone</b>  | Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner  |
| <b>Contact Email</b>   | Tstripes@spokanecity.org   |
| <b>Council Sponsor(s)</b>  | MFTE Update Committee: CP Beggs, CM Bingle and CP Zappone  |
| <b>Select Agenda Item Type</b>   | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10-20 minutes</u>   |
| <b>Agenda Item Name</b>  | <b>Multi-Family Tax Exemption Ordinance<br/>Recommended Update</b>   |
| <b>Summary (Background)</b>  | <p>We will be bringing forward for Council consideration:</p> <p>An ordinance relating to Multi-Family Property Tax Exemption (MFTE); amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.</p> <p>The Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session, which requires us incorporate new requirements within in Chapter 8.15 SMC.</p> <p>This ordinance amends various provisions of Chapter 8.15 SMC regarding MFTE in order to incorporate and comply with the changes to the Chapter 84.14 RCW, the MFTE Update Committee's recommendation, and housekeeping changes.</p> |
| <b>Proposed Council Action &amp; Date:</b>   | <p><b>We will be seeking setting the of a Hearing on July 25</b></p> <p>Please see the attached MFTE Update Committee and Staff Recommendations document. This document highlights the significant recommended changes to be consider.</p> <p>The attached Ordinance captures the housekeeping changes, those changes required by E2SSB 52787, and the MFTE Update Committee's recommendations.</p> <p>Also attached is the Spokane Targeted Investment Area Map</p>   |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |  |
| <b>Operations Impacts</b>  |  |
| What impacts would the proposal have on historically excluded communities?   |  |

### **Economic Development Strategy Update and MFTE Boundaries**

The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.

### **SMC 08.15 Multi-Family Housing Property Tax Exemption**

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

### **RCW 84.14.100**

#### **Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.



**(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Title 08 Taxation and RevenueChapter 08.15 Multiple-family Housing Property Tax ExemptionSection 08.15.100 **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
  - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
  - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Comprehensive Plan Land Use Policies:**

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

## Spokane Targeted Investment Area



City Council District

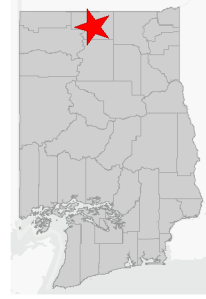
NMTc Qu

Yes

NO

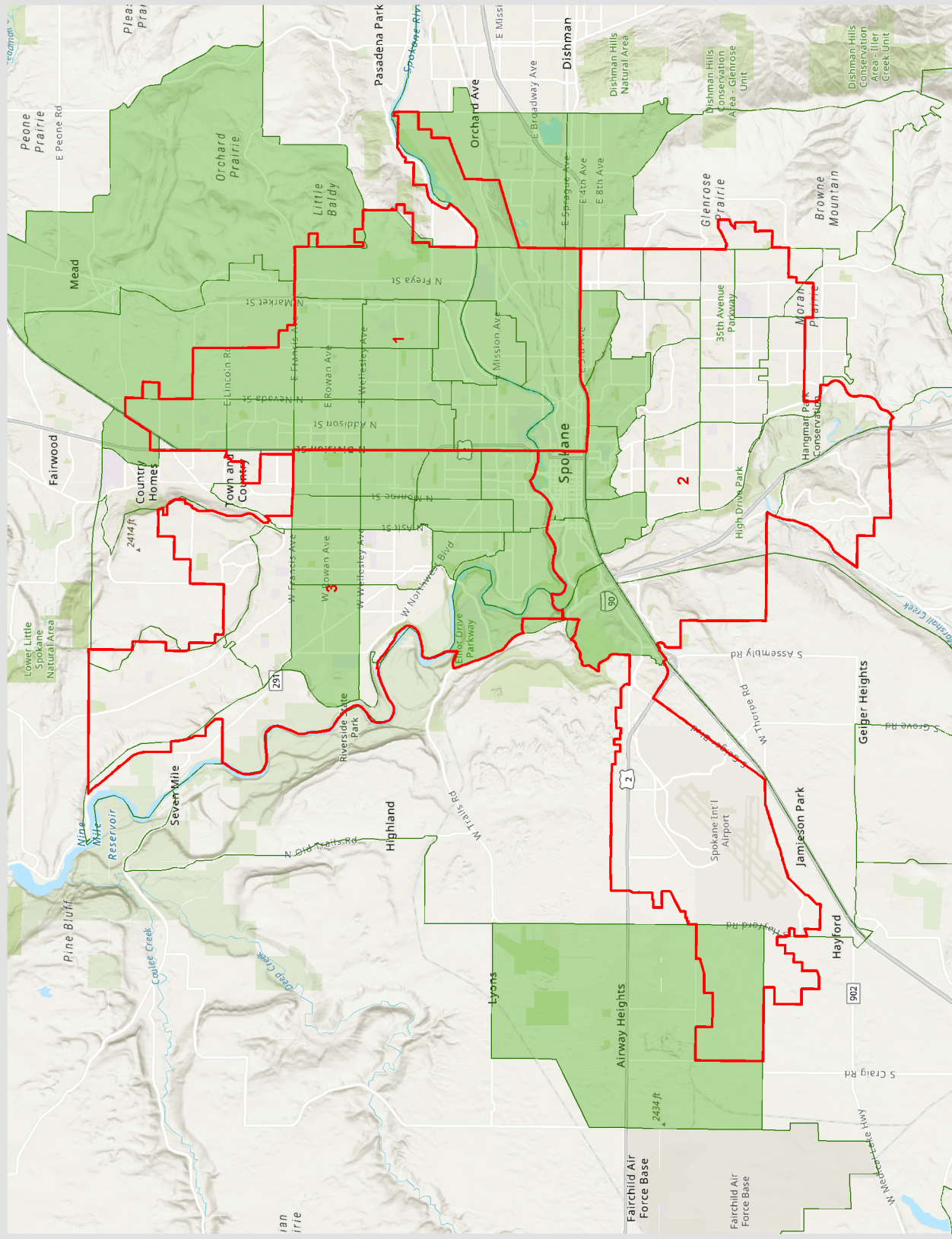
\* The census tracts shown on this map represent the 2010 Census tracts and uses data from the American Communities Survey 2011-2015 Five-Year Average, the currently-adopted standard for determining whether a Tract qualifies for New Market Tax Credit applications.

At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects-Current\GIS (General)\NMTCLayer\NMTCLayer.aprx



Estr, NASA, NASA, USGS, FEMA, Estr, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

RESOLUTION NO. 2022 - 0068

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND SET A PUBLIC HEARING.

WHEREAS, Chapter 84.14 RCW authorizes cities to enact multifamily housing property tax incentive programs by designating residential targeted areas within urban centers; and

WHEREAS, the City of Spokane exercised its authority under Chapter 84.14 RCW by enacting Ordinance No. 32575, as codified and amended in Chapter 8.15 SMC, which provides a property tax incentive for multifamily housing in urban centers by establishing a methodology for granting such incentives and designating the urban centers and residential targeted areas; and

WHEREAS, the City Council has subsequently revised the designated residential targeted areas; and

WHEREAS, the City Council, along with the City Administration has performed a review of the designation of the residential targeted areas, as well as the impacts from the enactment of ESSSB 5287 by the Washington State Legislature; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas and to revise the name of the residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C36243, amending SMC 8.15.030; and

WHEREAS, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

NOW, THEREFORE, it is resolved by the City Council that it is the intent of the City of Spokane to designate two residential targeted areas as set forth in Ordinance No. C36243 and as generally identified in Attachment A to the ordinance consisting of maps of:

1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on August 15, 2022 beginning at 6:00 pm at the City Council Chambers at City Hall, West 808 Spokane Falls Blvd., Spokane, Washington, to take public testimony and consider the designation of the targeted area as set forth above.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No. C36243 to amend SMC 8.15.030 to designate, in its sole discretion, all or a portion of the revised residential targeted area as set forth in Attachment A subsequent to the hearing called for in this resolution.

PASSED BY THE CITY COUNCIL ON July 25th, 2022.

DocuSigned by:

*Breann Beggs*

Council President

Attest:

Approved as to form:

DocuSigned by:

*Lynn K. Hester*

City Clerk

DocuSigned by:

*Michael J. Piccolo*

Assistant City Attorney

DocuSigned by:

*Valerie Stoduard*

Mayor

7/28/2022

Date

7/28/2022

Effective Date

DS



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

08/01/2022

**Date Rec'd**

7/21/2022

**Clerk's File #**

ORD C36243

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

RES 2022-0068

**Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Contact Name/Phone**

TERI STRIPES X6597

**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

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

First Reading Ordinance

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

0650 - MULTI-FAMILY TAX EXEMPTION ORDINANCE AMENDING SMC 8.15

**Agenda Wording**

Ordinance relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program, designate residential targeted areas within urban centers, and to certify qualified property owners for that property tax exemption.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Neutral \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals****Dept Head**

BLACK, TIRRELL

**Division Director**

MACDONALD, STEVEN

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

PERKINS, JOHNNIE

**Council Notifications****Study Session\Other**

UE 7/11/2022

**Council Sponsor**CMs Beggs, Bingle, &  
Zappone**Distribution List**

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mpiccolo@spokanecity.org

sgardner@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

**Additional Approvals****Purchasing**



## Committee Agenda Sheet

### Urban Experience – July 2022

|  |  |
|--|--|
| <b>Submitting Department</b>   | Planning and Economic Development  |
| <b>Contact Name &amp; Phone</b>  | Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner  |
| <b>Contact Email</b>   | Tstripes@spokanecity.org   |
| <b>Council Sponsor(s)</b>  | MFTE Update Committee: CP Beggs, CM Bingle and CP Zappone  |
| <b>Select Agenda Item Type</b>   | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10-20 minutes</u>   |
| <b>Agenda Item Name</b>  | <b>Multi-Family Tax Exemption Ordinance<br/>Recommended Update</b>   |
| <b>Summary (Background)</b>  | <p>We will be bringing forward for Council consideration:</p> <p>An ordinance relating to Multi-Family Property Tax Exemption (MFTE); amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.</p> <p>The Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session, which requires us incorporate new requirements within in Chapter 8.15 SMC.</p> <p>This ordinance amends various provisions of Chapter 8.15 SMC regarding MFTE in order to incorporate and comply with the changes to the Chapter 84.14 RCW, the MFTE Update Committee's recommendation, and housekeeping changes.</p> |
| <b>Proposed Council Action &amp; Date:</b>   | <p><b>We will be seeking setting the of a Hearing on July 25</b></p> <p>Please see the attached MFTE Update Committee and Staff Recommendations document. This document highlights the significant recommended changes to be consider.</p> <p>The attached Ordinance captures the housekeeping changes, those changes required by E2SSB 52787, and the MFTE Update Committee's recommendations.</p> <p>Also attached is the Spokane Targeted Investment Area Map</p>   |
| <b>Fiscal Impact:</b><br>Total Cost:<br>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A<br><br>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br>Specify funding source:<br><br>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring<br><br>Other budget impacts: (revenue generating, match requirements, etc.) |  |
| <b>Operations Impacts</b>  |  |
| What impacts would the proposal have on historically excluded communities?   |  |

### **Economic Development Strategy Update and MFTE Boundaries**

The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.

### **SMC 08.15 Multi-Family Housing Property Tax Exemption**

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

### **RCW 84.14.100**

#### **Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.



**(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

**(3)(a)** The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

**(b)** If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

**(c)** The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

**(4)** The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

**(5)** This section expires January 1, 2058.

**[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
  - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
  - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Comprehensive Plan Land Use Policies:**

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

## ORDINANCE NO. C - 36243

An ordinance relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

WHEREAS, the Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session amending numerous sections of Chapter 84.14 RCW regarding new and rehabilitated multiple-unit dwellings in urban centers; and

WHEREAS, this ordinance amends various provisions of Chapter 8.15 SMC regarding multiple-family housing property tax exemption (MFTE) in order to incorporate and comply with the changes to the Chapter 84.14 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 8.02.0695 is amended to read as follows:

### **8.02.0695 Multifamily Housing Property Tax Incentive Program**

- A. For an application to receive a conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: a fee of ~~((three hundred fifty))~~ one thousand dollars per parcel has to be paid in full at the time of application.
- B. For an application to extend the conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: one thousand dollars per parcel has to be paid in full at the time of application.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((One thousand fifty))~~ Two thousand dollars per parcel dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office and has to be paid in full at the time of application.
- D. To convert a Final Certificate of Tax Exemption from a twelve year certificate to an eight year certificate of tax exemption a fee of five hundred dollars per parcel has to be paid in full at the time of request, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

Section 2. That SMC 8.15.020 is amended to read as follows:

### 8.15.020 Definitions

As used in this chapter:

- A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.
  - 1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;
- ~~((E. "high cost area" means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;))~~~~((F)).~~  
E. "household" means a single person, family or unrelated persons living together;
- ~~((G))~~ F. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
  - ~~((1. For cities located in high cost areas, "low-income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located;))~~
- ~~((H))~~ G. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
  - ~~((1. For cities located in high cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but~~

~~at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;))~~

((I)) H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, ~~((or))~~ motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;

((J)) I. "owner" means the property owner of record;

((K)) J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy ~~((for a period of at least one month))~~ on a nontransient basis.

1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.

~~((4))~~2. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations ~~((;))~~.

((L)) K. "rehabilitation improvements" means modifications to an existing:

1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

((M)) L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

((N)) M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

((O)) P. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

3. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
4. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
5. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 3. That SMC 8.15.030 is amended to read as follows:

#### **8.15.030 Residential Targeted Areas – Criteria – Designation**

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
  1. The residential targeted area is within an urban center.
  2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
  3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
    - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
    - b. Stimulate the construction of new multifamily housing; or
    - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
  1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;

2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
  3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
  4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. ~~((The following area, as shown in Attachment A, is designated as a residential targeted area under this chapter:~~
- ~~1. Spokane's MFTE.))~~
- The City of Spokane in its urban area has designated two residential target areas:
1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
  2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA
- These two residential target areas are shown in Attachment A.
- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RSF, RTE, RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. ~~((The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.))~~

Section 4. That SMC 8.15.040 is amended to read as follows:

#### **8.15.040 Project Eligibility**

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.
- D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

- 1. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 5. That SMC 8.15.050 is amended to read as follows:

#### **8.15.050 Application Procedure – Fee**



- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
- B. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
- C. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
- D. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- E. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes, including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D.
- F. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.
- G. The director shall notify the applicant within thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- H. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- I. The application shall be submitted any time before an application for a building or other housing related improvements or construction permits. ~~((However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.))~~

Section 6. That SMC 8.15.060 is amended to read as follows:

**8.15.060 Application Review – Issuance of Conditional ((Certificate)) Agreement-Denial – Appeal**

- A. The director may approve the application for a conditional agreement if they find that:
1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D;
  - ~~((2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;))~~
  - ~~((3.))~~2. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
  - ~~((4.))~~3. the owner has complied with all standards and guidelines adopted by the City under this chapter; and
  - ~~((5.))~~4. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional ~~((contract))~~ agreement with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
  2. The city council's approval of the applicant's conditional ~~((contract))~~ agreement with the City shall take place within sixty days of the director's approval of the completed application.
  3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional ~~((certificate of acceptance of tax exemption))~~ agreement.
  4. The conditional ~~((certificate))~~ agreement shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.
- D. An applicant may appeal the director's denial of the application to the ~~((city council))~~ hearing examiner within thirty days of receipt of the denial.
1. The appeal before the ~~((city council))~~ hearing examiner will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.

2. The ~~((city council's))~~ hearing examiner's decision on appeal is final.

Section 7. That SMC 8.15.070 is amended to read as follows:

#### **8.15.070 Extension of Conditional ~~((Certificate))~~ Agreement**

The conditional ~~((certificate))~~ agreement may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant shall submit a written request stating the grounds for the extension together with the appropriate fee as set forth in SMC 8.02.0695 for the City's administrative cost to process the request. The director may grant an extension if the director determines that:

- A. the anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner; and
- B. the owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
- C. all the conditions of the ~~((original contract))~~ conditional agreement between the applicant and the City will be satisfied upon completion of the project.

Section 8. That SMC 8.15.080 is amended to read as follows:

#### **8.15.080 Final Certificate – Application – Issuance – Denial and Appeal**

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:
  1. a statement of the amount of rehabilitation or construction expenditures by unit made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;
  2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
  3. if applicable, a statement that the project meets the affordable housing requirements with the rent and income documentation as described in SMC 8.15.090; and

4. a statement that the work was completed within the required three years of the issuance of the conditional ~~((certificate of tax exemption))~~ agreement.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC
- C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
- D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
- E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
- F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.
- G. If the director determines that the project has been completed in accordance with the ~~((contract))~~ conditional agreement between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within sixty days.

Section 9. That SMC 8.15.090 is amended to read as follows:

#### **8.15.090 Exemption – Duration - Limits**

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
  1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter the value is exempt for:
    - a. within the Spokane Targeted Investment Area eight successive years beginning January 1st of the year immediately following the

calendar year of the recording of the Final certificate with Spokane County Assessor; ((or))

- i. Student housing and congregate living housing can only qualify for the eight-year tax exemption;
- b. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twelve successive years beginning January 1st of the year immediately following the calendar year of the recording of the ((F)) final certificate of tax exemption with Spokane County Assessor;
- c. For the property to qualify for the twelve-year exemption, the applicant must provide units as affordable by meeting or exceeding the following requirements: ((commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households)).
  - i. For projects of 4-11 new housing units the applicant must commit to renting or selling at least twenty-five percent of the multi-family housing units as affordable housing units to low and moderate-income households.
  - ii. For projects of 12 or more new housing units the applicant must commit to renting or selling at least thirty percent of the multi-family housing units as affordable housing units to low and moderate-income households.
  - (((i)))iii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty-five percent of the units to be affordable under this subsection may be satisfied solely through housing affordable to moderate-income households;((-))
  - iv. Properties within the Affordable Housing Emphasis Area are not eligible to convert the final certificate of tax exemption to an eight year market rate certificate of tax exemption.
- d. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twenty successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor;

- i. For the property to qualify for the twenty year exemption under this section, at least twenty-five percent of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining seventy-five percent of units may be rented or sold at market rates;
  - ii. Permanently affordable homeownership units must be sold to low income households earning no more than 80 percent of the area median income.
- B. The exemption does not apply to the value of land, commercial uses, or non-permanent housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to ((submission of the completed application required under this chapter)) the exemption beginning.
- C. Units within the 12-yr ~~and 20-yr~~ programs that are set side for low and moderate income household must:
  1. be dispersed throughout the building and distributed proportionally among the buildings;
  3. not be clustered in certain sections of the building or stacked;
  4. be comparable to market-rate units in terms of unit size and leasing terms;
  5. be comparable to market-rate units in terms of functionality and building amenities and access.
- D. At the end of both the tenth and eleventh years for twelve-year exemptions, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in SMC 8.15.090.
  1. Except as provided in subsection SMC 8.15.090 D.2 below, for any twelve-year exemption authorized pursuant to SMC 8.15.090 after July 25, 2021, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.

- (2) If affordability requirements consistent, at a minimum, with those required for twelve-year exemptions, remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.
- (3) No new exemptions may be provided under this section beginning on or after January 1, 2032.

Section 10. That SMC 8.15.100 is amended to read as follows:

### **8.15.100 Annual Certification and Affordability Certification**

- A. Within ~~((thirty days of the anniversary of the date the final certificate of))~~ thirteen (13) months of the tax exemption ((was recorded at the County)) beginning and each year thereafter on February 1, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:
1. A statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year.
  2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
  3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income, rent and utility cost, of each ~~((initial tenant))~~ qualifying as low and moderate-income in order to comply with ~~((the twenty percent))~~ requirement of SMC 8.15.090(A)(2)(b) and RCW 84.14.020(1)(ii)(B).
    - a. The required annual reports shall be on a form provided by the City and shall be signed by the tenants.
    - b. Information on the incomes, rents, and utility costs of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.
- B. Failure to submit the annual report and declaration may result in cancellation of the tax exemption.

Section 11. That SMC 8.15.110 is amended to read as follows:

#### **8.15.110 Cancellation of Tax Exemption – Appeal**

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.
- B. In the case of multi-family housing units rented as affordable housing, ~~((twenty percent of))~~ qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) ((of the units)) must be available to be rented to qualified low and moderate-income tenants at all times during the entire ~~((twelve-year))~~ exemption period. While ~~((an individual tenant's))~~ household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
- C. If after the issuance of a final ~~((tax))~~ certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the ~~((twenty))~~ percentage requirements, the ~~((extended twelve-year tax))~~ exemption period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area ((and the tax exemption period)) shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.
- D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the ~~((twenty percent))~~ affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the remain term is less than eight years, unless the remaining term would exceed eight years.



- E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
  - 1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
- F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.
  - 1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
  - 2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
  - 3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
  - 4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.
- G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.
- H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.
- I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 12. That SMC 8.15.120 is amended to read as follows:

#### **8.15.120     ~~((2017-2018))~~ 2022 SMC Amendments and Expiration of Program**

With the ~~((2017))~~ 2022 amendments to the program, staff will work with applicants who have previously approved conditional ~~((contracts))~~ agreements, who have not applied for a final certificate of exemption. ~~((Both eight and twelve year))~~ Conditional agreement

~~((contracted))~~ projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

~~((The program established by this chapter shall expire December 31, 2028, unless repealed or extended by the city council by ordinance.))~~ Pursuant to RCW 84.14.020(9), no new exemptions may be provided under Chapter 84.14 RCW beginning on or after January 1, 2032. No extensions may be granted under RCW 84.14.020 (6) on or after January 1, 2046. Upon expiration, no further applications for a conditional ~~((certificate of tax exemption))~~ agreement shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional ~~((certificate))~~ agreement, extension of conditional ~~((certificate))~~ agreement, and final certificate of tax exemption shall be processed as provided in this chapter.

Section 13. That SMC 8.15.140 is amended to read as follows:

### **8.15.140 Project Parking Requirements**

- A. Projects for which ~~((an MFTE))~~ conditional application has been approved pursuant to SMC 08.15.060 are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2022.

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

Attest:

Approved as to form:

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

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

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Mayor

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Date

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Effective Date

## ORDINANCE NO. C - 36243

An ordinance relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

WHEREAS, the Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session amending numerous sections of Chapter 84.14 RCW regarding new and rehabilitated multiple-unit dwellings in urban centers; and

WHEREAS, this ordinance amends various provisions of Chapter 8.15 SMC regarding multiple-family housing property tax exemption (MFTE) in order to incorporate and comply with the changes to the Chapter 84.14 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 8.02.0695 is amended to read as follows:

### **8.02.0695 Multifamily Housing Property Tax Incentive Program**

- A. For an application to receive a conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: a fee of ~~((three hundred fifty))~~ one thousand dollars per parcel has to be paid in full at the time of application.
- B. For an application to extend the conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: one thousand dollars per parcel has to be paid in full at the time of application.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((One thousand fifty))~~ Two thousand dollars per parcel dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office and has to be paid in full at the time of application.
- D. To convert a Final Certificate of Tax Exemption from a twelve year certificate to an eight year certificate of tax exemption a fee of five hundred dollars per parcel has to be paid in full at the time of request, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

Section 2. That SMC 8.15.020 is amended to read as follows:

### 8.15.020 Definitions

As used in this chapter:

- A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.
  - 1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;

~~((E. "high cost area" means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;))~~  
((F)). E. "household" means a single person, family or unrelated persons living together;

~~((G))~~ F. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.

~~((1. For cities located in high cost areas, "low income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located:))~~

~~((H))~~ G. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.

~~((1. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;))~~

((I)) H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, ~~((or))~~ motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;

((J)) I. "owner" means the property owner of record;

~~((K))~~ J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy ~~((for a period of at least one month))~~ on a nontransient basis.

1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.

~~((4))~~ 2. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations ((:)).

~~((L))~~ K. "rehabilitation improvements" means modifications to an existing:

1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

~~((M))~~ L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

~~((N))~~ M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

((θ)) P. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

3. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
4. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
5. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 3. That SMC 8.15.030 is amended to read as follows:

### **8.15.030 Residential Targeted Areas – Criteria – Designation**

A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:

1. The residential targeted area is within an urban center.
2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
  - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
  - b. Stimulate the construction of new multifamily housing; or
  - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.

B. In designating a residential targeted area, the council may also consider other factors, including whether:

1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
  2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
  3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
  4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. ~~((The following area, as shown in Attachment A, is designated as a residential targeted area under this chapter:~~

~~1. Spokane's MFTE.))~~

The City of Spokane in its urban area has designated two residential target areas:

1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA

These two residential target areas are shown in Attachment A.

- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RSF, RTF, RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. ~~((The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.))~~



Section 4. That SMC 8.15.040 is amended to read as follows:

#### **8.15.040 Project Eligibility**

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.
- D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

- 1. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 5. That SMC 8.15.050 is amended to read as follows:

**8.15.050 Application Procedure – Fee**

- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
- B. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
- C. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
- D. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- E. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes, including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D.
- F. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.
- G. The director shall notify the applicant within thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- H. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- I. The application shall be submitted any time before an application for a building or other housing related improvements or construction permits. ~~((However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.))~~

Section 6. That SMC 8.15.060 is amended to read as follows:

**8.15.060 Application Review – Issuance of Conditional ~~((Certificate))~~ Agreement-Denial – Appeal**

- A. The director may approve the application for a conditional agreement if they find that:
1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D;
  - ~~((2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;))~~
  - ~~((3.))~~2. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
  - ~~((4.))~~3. the owner has complied with all standards and guidelines adopted by the City under this chapter; and
  - ~~((5.))~~4. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional ~~((contract))~~ agreement with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
  2. The city council's approval of the applicant's conditional ~~((contract))~~ agreement with the City shall take place within sixty days of the director's approval of the completed application.
  3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional ~~((certificate of acceptance of tax exemption))~~ agreement.
  4. The conditional ~~((certificate))~~ agreement shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.

- D. An applicant may appeal the director's denial of the application to the ((~~city council~~)) hearing examiner within thirty days of receipt of the denial.
1. The appeal before the ((~~city council~~)) hearing examiner will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.
  2. The ((~~city council's~~)) hearing examiner's decision on appeal is final.

Section 7. That SMC 8.15.070 is amended to read as follows:

#### **8.15.070 Extension of Conditional ((~~Certificate~~)) Agreement**

The conditional ((~~certificate~~)) agreement may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant shall submit a written request stating the grounds for the extension together with the appropriate fee as set forth in SMC 8.02.0695 for the City's administrative cost to process the request. The director may grant an extension if the director determines that:

- A. the anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner; and
- B. the owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
- C. all the conditions of the ((~~original contract~~)) conditional agreement between the applicant and the City will be satisfied upon completion of the project.

Section 8. That SMC 8.15.080 is amended to read as follows:

#### **8.15.080 Final Certificate – Application – Issuance – Denial and Appeal**

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:
  1. a statement of the amount of rehabilitation or construction expenditures by unit made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;

2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
  3. if applicable, a statement that the project meets the affordable housing requirements with the rent and income documentation as described in SMC 8.15.090; and
  4. a statement that the work was completed within the required three years of the issuance of the conditional ~~((certificate of tax exemption))~~ agreement.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC
  - C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
  - D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
  - E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
  - F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.
  - G. If the director determines that the project has been completed in accordance with the ~~((contract))~~ conditional agreement between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within sixty days.

Section 9. That SMC 8.15.090 is amended to read as follows:

**8.15.090 Exemption – Duration - Limits**

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter the value is exempt for:
    - a. within the Spokane Targeted Investment Area eight successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor; ((or))
      - i. Student housing and congregate living housing can only qualify for the eight-year tax exemption;
    - b. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twelve successive years beginning January 1st of the year immediately following the calendar year of the recording of the ((F)) final certificate of tax exemption with Spokane County Assessor;
    - c. For the property to qualify for the twelve-year exemption, the applicant must provide units as affordable by meeting or exceeding the following requirements: ((commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households)).
      - i. For projects of 4-11 new housing units the applicant must commit to renting or selling at least twenty-five percent of the multi-family housing units as affordable housing units to low and moderate-income households.
      - ii. For projects of 12 or more new housing units the applicant must commit to renting or selling at least thirty percent of the multi-family housing units as affordable housing units to low and moderate-income households.
      - iii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty percent of the units to be affordable under this subsection may be

satisfied solely through housing affordable to moderate-income households;((-))

iv. Properties within the Affordable Housing Emphasis Area are not eligible to convert the final certificate of tax exemption to an eight year market rate certificate of tax exemption.

d. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twenty successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor;

i. For the property to qualify for the twenty year exemption under this section, at least twenty-five percent of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining seventy-five percent of units may be rented or sold at market rates;

ii. Permanently affordable homeownership units must be sold to low income households earning no more than 80 percent of the area median income.

B. The exemption does not apply to the value of land, commercial uses, or non-permanent housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to ~~((submission of the completed application required under this chapter))~~ the exemption beginning.

C. Units within the 12-yr and 20-yr programs that are set side for low and moderate income household must:

1. be dispersed throughout the building and distributed proportionally among the buildings;
3. not be clustered in certain sections of the building or stacked;
4. be comparable to market-rate units in terms of unit size and leasing terms;
5. be comparable to market-rate units in terms of functionality and building amenities and access.

D. At the end of both the tenth and eleventh years for twelve-year exemptions, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in SMC 8.15.090.

1. Except as provided in subsection SMC 8.15.090 D.2 below, for any twelve-year exemption authorized pursuant to SMC 8.15.090 after July 25, 2021, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.
- (2) If affordability requirements consistent, at a minimum, with those required for twelve-year exemptions, remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.
- (3) No new exemptions may be provided under this section beginning on or after January 1, 2032.

Section 10. That SMC 8.15.100 is amended to read as follows:

#### **8.15.100 Annual Certification and Affordability Certification**

- A. Within ~~((thirty days of the anniversary of the date the final certificate of))~~ thirteen (13) months of the tax exemption ((was recorded at the County)) beginning and each year thereafter on February 1, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:
1. A statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year.
  2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of filing of the



final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income, rent and utility cost, of each ~~((initial tenant))~~ qualifying as low and moderate-income in order to comply with ~~((the twenty percent))~~ requirement of SMC 8.15.090(A)(2)(b) and RCW 84.14.020(1)(ii)(B).
    - a. The required annual reports shall be on a form provided by the City and shall be signed by the tenants.
    - b. Information on the incomes, rents, and utility costs of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
  4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.
- B. Failure to submit the annual report and declaration may result in cancellation of the tax exemption.

Section 11. That SMC 8.15.110 is amended to read as follows:

#### **8.15.110 Cancellation of Tax Exemption – Appeal**

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.
- B. In the case of multi-family housing units rented as affordable housing, ~~((twenty percent of))~~ qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) ((of the units)) must be available to be rented to qualified low and moderate-income tenants at all times during the entire ~~((twelve-year))~~ exemption period. While ~~((an individual tenant's))~~ household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
- C. If after the issuance of a final ~~((tax))~~ certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the ~~((twenty))~~ percentage requirements, the ~~((extended twelve-year tax))~~ exemption

period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area ((and the tax exemption period)) shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

- D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the ~~((twenty percent))~~ affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the remain term is less than eight years, unless the remaining term would exceed eight years.
- E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
- F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.
1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
  2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
  3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
  4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.
- G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent

owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

- H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.
- I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 12. That SMC 8.15.120 is amended to read as follows:

#### **8.15.120 ((2017-2018)) 2022 SMC Amendments and Expiration of Program**

With the ((2017)) 2022 amendments to the program, staff will work with applicants who have previously approved conditional ((contracts)) agreements, who have not applied for a final certificate of exemption. ((Both eight and twelve year)) Conditional agreement ((contracted)) projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

~~((The program established by this chapter shall expire December 31, 2028, unless repealed or extended by the city council by ordinance.))~~ Pursuant to RCW 84.14.020(9), no new exemptions may be provided under Chapter 84.14 RCW beginning on or after January 1, 2032. No extensions may be granted under RCW 84.14.020 (6) on or after January 1, 2046. Upon expiration, no further applications for a conditional ((certificate of tax exemption)) agreement shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional ((certificate)) agreement, extension of conditional ((certificate)) agreement, and final certificate of tax exemption shall be processed as provided in this chapter.

Section 13. That SMC 8.15.140 is amended to read as follows:

#### **8.15.140 Project Parking Requirements**

- A. Projects for which ((an MFE)) conditional application has been approved pursuant to SMC 08.15.060 are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2022.

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

Attest:

Approved as to form:

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

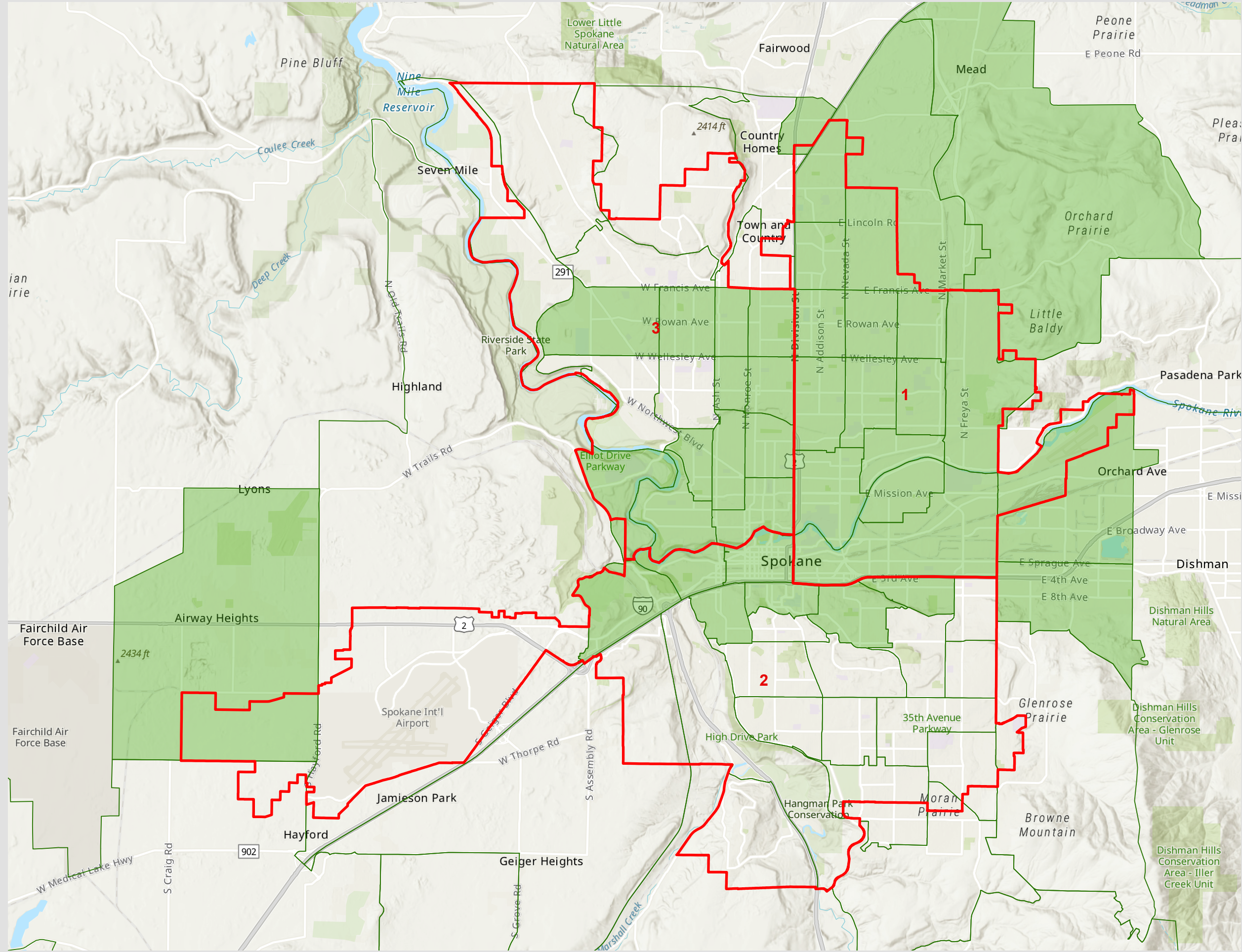
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor




\_\_\_\_\_  
Date

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



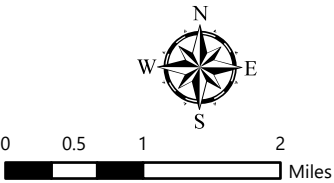


# Spokane Targeted Investment Area

-  City Council District
- NMTC Qualified?**
-  Yes
-  No

*\* The census tracts shown on this map represent the 2010 Census tracts and uses data from the American Communities Survey 2011-2015 Five-Year Average, the currently-adopted standard for determining whether a Tract qualifies for New Market Tax Credit applications.*

*At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).*



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects-Current\GIS (General)\NMTC Layer\NMTC Layer.aprx