#### 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 22, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <a href="https://my.spokanecity.org/citycable5/live">https://my.spokanecity.org/citycable5/live</a> and <a href="https://

#### WebEx call in information for the week of August 22, 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: 2489 926 0583; password: 0320

<u>Thursday Study Session</u>: 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 22, 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 <a href="https://forms.gle/Vd7n381x3seaL1NW6">https://forms.gle/Vd7n381x3seaL1NW6</a>. (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>&</sup>lt;sup>1</sup> https://my.spokanecity.org/citycouncil/members/

# THE CITY OF SPOKANE



# ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 22, 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 KAREN STRATTON
COUNCIL MEMBER BETSY WILKERSON
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 <a href="https://my.spokanecity.org">https://my.spokanecity.org</a>.

# **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)

# **EXECUTIVE SESSION**

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

# **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)

# NO BOARDS AND COMMISSIONS APPOINTMENTS

# **ADMINISTRATIVE REPORTS**

# **CONSENT AGENDA**

<u>F</u>	REPORTS, CONTRACTS AND CLAIMS	RECOMM	ENDATION
1.	Public Works Agreement with Pro Mechanical Services, Inc. (Spokane) for HVAC replacement at Fire Station 17 from August 25, 2022 through August 24, 2023—\$74,500 (incl. tax and an administrative reserve of approximately 10 percent to cover potential price increases that may occur between the bid date and Council approval.) (Council Sponsors: Council Members Kinnear and Cathcart)  Jay Atwood	Approve	OPR 2022-0588 RFB 22-019
2.	Contract with Environment Control of Spokane (Spokane Valley, WA) for janitorial services at five Fire Department facilities from July 1, 2022 through June 30, 2025—\$64,027 annually (incl. tax). (Council Sponsors: Council Members Kinnear and Cathcart)  Jay Atwood	Approve	OPR 2022-0589 IPWQ 5679-22
3.	Accept grant funds from the Washington State Criminal Justice Training Commission as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program—\$54,450. (Relates to Special Budget Ordinance C36256) (Council Sponsor: Council Member Cathcart)  Jacqui MacConnell	Approve	OPR 2022-0590
4.	Accept grant funds from the Department of Justice's Office on Violence Against Women Firearms Technical Assistance Project pilot sites initiative—\$499,833. (Relates to Special Budget Ordinance C36257) (Council Sponsor: Council Member Kinnear)  Jennifer Hammond	Approve	OPR 2022-0591
5.	Memorandum of Understanding with Spokane County to apply for and split the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant program grant—total amount to be requested \$180,880. (City: \$81,396; County: \$99,484.) (Council Sponsors: Council Members Kinnear and Stratton)	Approve	OPR 2022-0592
6.	Justin Lundgren Report of the Mayor of pending claims and payments of previously approved obligations, including those of	Approve & Authorize	CPR 2022-0002

Parks and Library, through \_\_\_\_\_, 2022, total Payments

	\$, with Parks and L approved by their respective boar excluding Parks and Library total \$	rds. Warrants		
7.	City Council Meeting Minutes:	, 2022.	Approve All	CPR 2022-0013
	ACTION ON CONSENT AGENDA		All	

# **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 C36234** 

**Public Safety & Judicial Grant Fund** 

- 1) Increase the appropriation by \$283,000.
- A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.
- B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range. C. Of the increased appropriation, \$60,000 is provided solely for
- replacing and upgrading AV equipment used in classrooms.
- D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.
- E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

(This action arises from the need to update training facilities and equipment.) (Deferred from August 1, 2022, Agenda) (Council Sponsors: Council Members Kinnear and Cathcart)

#### Jacqui MacConnell

ORD C36256

**Public Safety & Judicial Grant Fund** 

- 1) Increase revenue by \$55,450.
- A) \$55,450 of the increased revenue is from a Washington State Criminal Justice Training Commission grant award.
- 2) Increase the appropriation by \$55,450.
- A) Of the increased appropriation, \$6,000 is provided solely for a targeted social media campaign.

- B) Of the increased appropriation, \$35,450 is provided solely for recruitment trips and travel.
- C) Of the increased appropriation, \$14,000 is provided solely for a general media campaign.

(This action arises from the need to reflect newly awarded grant funds to be used to increase the department's hiring and recruiting activities.) (Relates to Consent Agenda Item No. 3) (Council Sponsors: Council Members Kinnear and Cathcart)

#### Jacqui MacConnell

**ORD C36257** 

**Public Safety & Judicial Grant Fund** 

- 1) Increase revenue by \$499,833.
- A) Of the increased revenue, \$499,833 is from the Office on Violence Against Women as part of the Firearms Technical Assistance Project Pilot Sites Initiative Solicitation.
- 2) Increase appropriation by \$499,833.
- A) Of the increased appropriation, approximately \$156,000 will be used to fund a FTAP Coordinator.
- B) Of the increased appropriation, approximately \$86,000 will be used for training.
- C) Of the increased appropriation, approximately \$257,833 will be used towards overtime and creation of an on-call responsive advocacy response.

(This action arises from the need to reflect newly awarded grant funds to be used to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases.) (Relates to Consent Agenda Item No. 4) (Council Sponsors: Council President Beggs and Council Member Kinnear)

#### **Jennifer Hammond**

**ORD C36258** 

**Public Safety & Judicial Grant Fund** 

- 1) Increase revenue by \$48,776.
- A) \$48,776 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award as part of the Washington Auto Theft Prevention Authority program.
- 2) Increase the appropriation by \$48,776.
- A) Of the increased appropriation, \$48,776 is provided solely for equipment to expand the automatic license plate reader network.

(This action arises from the need to reflect newly awarded grant funds to be used to procure ALPR equipment.) (Council Sponsors: Council Members Cathcart and Bingle)

Mike McNab

#### **EMERGENCY ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36239 Determining the process and criteria for siting essential City facilities;

amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency. (Deferred from August 1, 2022, Agenda) (Council Sponsors: Council

President Beggs and Council Member Wilkerson)

**Council President Beggs** 

ORD C36259 Specifying the process for the conduct of collective bargaining;

renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Kinnear)

Council President Beggs

#### **NO RESOLUTIONS**

#### NO FINAL READING ORDINANCES

#### FIRST READING ORDINANCES

ORD C36260 (To be considered under Hearings Item H1.b.)

**FURTHER ACTION DEFERRED** 

## **NO SPECIAL CONSIDERATIONS**

## **HEARINGS**

#### **RECOMMENDATION**

- H1. a. Hearing on vacation of portions of Boy Scout Way App and Gardner Avenue between Washington Street Sub and Howard Street, as requested by the Spokane Con Public Facilities District.
- Approve Subject to Conditions
  - b. First Reading Ordinance C36260 vacating portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street.

Further Action Deferred **ORD C36260** 

(Council Sponsors: Council Members Zappone and Stratton)

# Motion to Approve Advance Agenda for August 22, 2022 (per Council Rule 2.1.2)

### **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up 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 <a href="https://forms.gle/Vd7n381x3seaL1NW6">https://forms.gle/Vd7n381x3seaL1NW6</a>. (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 22, 2022, Regular Legislative Session of the City Council is adjourned to August 29, 2022.

## **NOTES**

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/3/2022		
08/22/2022		Clerk's File #	OPR 2022-0588		
		Renews #			
Submitting Dept	FIRE	Cross Ref #			
<b>Contact Name/Phone</b>	JAY ATWOOD 435-7095	Project #			
Contact E-Mail	JATWOOD@SPOKANECITY.ORG	Bid #	RFB 22-019		
Agenda Item Type	Contract Item	Requisition #			
Agenda Item Name	1970 HVAC REPLACEMENT AT FIRE STATION 17, 5121 W. LOWELL RD				

#### **Agenda Wording**

Station 17 is the last of (9) stations to be retrofitted with new HVAC equipment. These stations were built in 1991-1992 and the HVAC equipment had reached the end of its service life after many years of 24/7/365 use.

#### **Summary (Background)**

- The low bid, RFB #22-019, received from Pro Mechanical Services Inc. of Spokane, WA is \$62,144, plus tax. SFD is requesting approval of \$74,500 for this project which includes WSST and an admin reserve of approximately 10% to cover potential price increases that may occur between the bid date and Council approval date.

Lease? NO	Grant related? NO	Public Works? YES		
Fiscal Impact		<b>Budget Account</b>		
Expense <b>\$</b> 74,500.00		# 1970-35160-94000-5620	03-44006	
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		<b>Council Notification</b>	<u>s</u>	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	Public Safety 8/1/22	
<b>Division Director</b>	SCHAEFFER, BRIAN	Council Sponsor	CM Kinnear & Cathcart	
<u>Finance</u>	SCHMITT, KEVIN	<b>Distribution List</b>		
<u>Legal</u>	BEATTIE, LAUREN	dstockdill@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	laga@spokanecity.org		
<b>Additional Approva</b>	<u> s</u>	lisam@pro-msi.com		
<u>Purchasing</u>				

# Committee Agenda Sheet PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire				
Contact Name & Phone	Jay Atwood (509) 435-7095				
Contact Email	jatwood@spokanecity.org				
Council Sponsor(s)	CM Kinnear, CM Cathcart				
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested:				
Agenda Item Name	HVAC replacement at Fire Station 17, 5121 W. Lowell Rd.				
Summary (Background)	Station 17 is the last of (9) stations to be retrofitted with new HVAC equipment. In 2018, an HVAC replacement project was started at (9) SFD Fire Stations. These stations were built in 1991-1992 and the HVAC equipment had reached the end of its service life after many years of 24/7/365 use. New HVAC equipment is more reliable and energy efficient compared to the legacy equipment it is replacing.  TOTAL COST: \$74,500 – The low bid, RFB #22-019, received from Pro Mechanical Services Inc. of Spokane, WA is \$62,144, plus tax. SFD is requesting approval of \$74,500 for this project which includes WSST				
	and an admin reserve of approximately 10% to cover potential price increases that may occur between the bid date and Council approval date.				
Proposed Council Action &	Approval of contract with low bidder, Pro Mechanical Services Inc., of				
Date:	Spokane, WA., not later than 22 August 2022.				
Fiscal Impact: Total Cost: \$74,500.					
Approved in current year budg	get? ⊠ Yes □ No □ N/A				
, ,	,				
Funding Source ⊠ On	e-time   Recurring				
Specify funding source: REET h	nas been identified as a possible funding source.				
Expense Occurrence 🗵 On					
	e-time   Recurring				
Other budget impacts: (revenue	e-time   Recurring  ue generating, match requirements, etc.) None				
Other budget impacts: (revenue operations Impacts	<b>C</b>				
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Operations Impacts What impacts would the proposa This proposal is neutral regarding	ue generating, match requirements, etc.) None Il have on historically excluded communities? Is historically excluded communities.				
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Operations Impacts What impacts would the proposa This proposal is neutral regarding How will data be collected, analy gender identity, national origin, in	ue generating, match requirements, etc.) None  Il have on historically excluded communities? Is historically excluded communities. It will be a served and reported concerning the effect of the program/policy by racial, ethnic, income level, disability, sexual orientation, or other existing disparities?  In of a facility, any data collection will focus on the quality of the work				
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Operations Impacts  What impacts would the proposal This proposal is neutral regarding How will data be collected, analy gender identity, national origin, in Since this proposal is for the repart performed and doesn't necessari How will data be collected regard solution? Reduced service calls a effective.  Describe how this proposal aligns Action Plan, Capital Improvement	Le generating, match requirements, etc.) None  Il have on historically excluded communities? Is historically excluded communities. It will be an indicator that the repair was				

CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



## <u>CITY OF SPOKANE</u> FIRE DEPARTMENT

#### **PUBLIC WORKS AGREEMENT**

Title: HVAC REPLACEMENT STATION 17

This Agreement is made and entered into by and between the CITY OF SPOKANE FIRE DEPARTMENT as ("City"), a Washington municipal corporation, and PRO MECHANICAL SERVICES, INC., whose address is 4911 North Rebecca / PO Box 6526, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform HVAC Replacement at Spokane Fire Department Station 17; and

WHEREAS, the Contractor was selected through RFB 22-019.

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

#### 1. TERM OF AGREEMENT.

The term of this Agreement begins on August 25, 2022, and shall run through August 24, 2023, unless amended by written agreement or terminated earlier under the provisions.

#### 2. TIME OF BEGINNING AND COMPLETION.

The Contractor 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 Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

#### 3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in the Contractor's Proposal SP22-0093, dated July 8, 2022, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

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completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SIXTY-TWO THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100 DOLLARS** (\$62,144.00), plus applicable tax, 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.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum for thirty (30) days following final acceptance or receipt of required releases, whichever is later.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR 2022-0588" 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 Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment / performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

#### 6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. 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 Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

- A. Contractor 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 Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this 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 Contractor shall be responsible for contacting the State of Washington Business License Services at <a href="https://www.dor.wa.gov">www.dor.wa.gov</a> 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 / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### 10. 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

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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.

#### 11. INSURANCE.

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

- 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 Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 12. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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. Have 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).

#### 13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

#### 14. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as

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otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### 15. TERMINATION.

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

#### 16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

#### 17. ANTI KICK-BACK.

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

#### 18. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

#### 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. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### 21. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

- B. The Contractor, 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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.

By		CITY OF SPOKANE FIRE DEPARTMENT			
By Signature	Date	By Signature	Date		
Type or Print Name		Type or Print Name			

Title	Title	
Contractor's UBI Number		
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	

## Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment Attachment B - Certification of Compliance with Wage Payment Statutes Attachment C – Contractor's Proposal SP22-0093, dated July 8, 2022

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#### **ATTACHMENT 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.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

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# Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_\_\_), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Na	me	
Signature of Authoriz	zed Official*	
Printed Name		
Title		
Date Check One:	City	State
	☐ Partnership ☐ Joint Venture ☐ n, or if not a corporation, State whe	
If a co-partnership, g	ive firm name under which business	s is transacted:

\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

#### ATTACHMENT C

## 2

New search Back to results

#### **Contract Contract Co**

License Information:

**Entity name:** PRO MECHANICAL SERVICES, INC.

**Business name:** PRO MECHANICAL SERVICES, INC.

Entity type: Profit Corporation

**UBI #:** 603-015-087

Business ID: 001

Location ID: 0001

**Location:** Active

**Location address:** 4911 N REBECCA ST

SPOKANE WA 99217-6758

Mailing address: PO BOX 6526

SPOKANE WA 99217-0909

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements					Filter	
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non- Resident	BUS2010-422			Active	May-31-2023	Jan-14-2019
Clarkston General Business - Non- Resident	007718.0			Active	May-31-2023	May-04-2016
Colville General Business - Non- Resident	028155.0			Active	May-31-2023	Aug-02-2018
Deer Park General Business - Non- Resident				Active	May-31-2023	May-03-2017
Ellensburg General Business - Non-Resident				Active	May-31-2023	Aug-06-2020
Ephrata General Business - Non- Resident	11076			Active	May-31-2023	Aug-25-2010
Liberty Lake General Business - Non-Resident				Active	May-31-2023	Aug-24-2010
Moses Lake General Business - Non-Resident	BUS2010-09082	!		Active	May-31-2023	Aug-25-2010
Othello General Business - Non- Resident				Active	May-31-2023	Jun-03-2021
			igoredow			

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12076823BUS			Active	May-31-2023	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	May-31-2023	Aug-27-2010
Yakima General Business - Non- Resident	BL079890			Active	May-31-2023	Feb-03-2016
Governing People May include	de governing people not re	gistered with Secretary of	State			
Governing people			Title			
VANOS, JON						
VANOS, KRISTIN						
VANOS, RUSSELL						
Registered Trade Name	S					
Registered trade names		Status				First issued
SPOKANE SPIRAL		Active				Apr-26-2022
	The Busine	ss Lookup informa	ation is updated nightly. S	earch date and time: 7/25/20	22 8:33:59 AM	

#### Contact us

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MNEIGHBORS

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

lf th	SUBROGATION IS WAIVED, subjecting certificate does not confer rights to	t to	the certi	terms and conditions of ficate holder in lieu of su	the pouch	licy, certain lorsement(s)	policies may	require an endorsement	t. As	tatement on
	DUCER					<sup>c⊤</sup> James C				
Spo	kane Office				PHONE	o, Ext): (509) 7	789-7438	FAX (A/C, No):		
Pay 501	neWest Insurance, a Marsh McLennar N. Riverpoint Blvd., Ste 403	n Age	ency	LLC Company		ss: jclegg@				
Spo	kane, WA 99202			DEOEU	Liberta			RDING COVERAGE		NAIC#
				RECEIVED	INSURE			ce Company		10677
INSU	JRED			N.H. 4 4 5556	INSURE					
	Pro Mechanical Services, Inc	r-		JUL 1 1 2022	INSURE					
	PO Box 6526				INSURE	RD:				
	Spokane, WA 99217		CIT	TY CLERK'S OFFICE	INSURE	RE:				
					INSURE	RF:				
co	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REMI	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	NY CONTRA THE POLIC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TC	WHICH THIS
INSR LTR		ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			EPP 0141579		7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							WA STOP GAP	\$	1,000,000
Α	AUTOMOBILE LIABILITY							(Ea accident)	\$	1,000,000
	X ANY AUTO			EPP 0141579		7/1/2022	7/1/2023	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
			-						\$	5,000,000
Α	X UMBRELLA LIAB X OCCUR			EPP 0141579		7/1/2022	7/1/2023	EACH OCCURRENCE	\$	5,000,000
	DED X RETENTION \$ 0			211 0141070		17172022	17112020	AGGREGATE	\$	0,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		_					PER OTH-	Ð	
	AND EMPLOYERS' LIABILITY AND DECEMBER OF THE PROPERTY OF THE P						:	E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	DEGOTAL FIGHT OF ENTRINES SCION								edia.	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORE	0 101, Additional Remarks Sched	ule, may t	e attached if mo	re space is requi	red)		
CE	RTIFICATE HOLDER				CAN	CELLATION				
	City of Spokane 808 W Spokane Falls Blvd				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.		
	Spokane, WA 99201				AUTHO	RIZED REPRESE	NTATIVE			
					10	nuch				
	Ni .				V	1 mgr	$\sim$			

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/3/2022
08/22/2022		Clerk's File #	OPR 2022-0589
		Renews #	
<b>Submitting Dept</b>	FIRE	Cross Ref #	
<b>Contact Name/Phone</b>	JAY ATWOOD X7005	Project #	
Contact E-Mail	JATWOOD@SPOKANECITY.ORG	Bid #	IPWQ 5679-22
Agenda Item Type	Contract Item	Requisition #	CR23860
Agenda Item Name	1970 - ENVIRONMENT CONTROL OF SPOKANE		

#### **Agenda Wording**

Janitorial contract with Environment Control of Spokane, to perform public works janitorial work at various facilities. The contract is from July 1, 2022 to June 30, 2025, with the option of two (2) additional one year renewals.

#### **Summary (Background)**

Janitorial services are contracted for (5) SFD facilities: Combined Communications, 1620 N. Rebecca St., SFD Training Administration 1618 N. Rebecca St., SFD Training Field House, 1614 N. Rebecca St., SFD Maintenance, 1610 N. Rebecca St., and SFD Administration, 44 W Riverside Ave. TOTAL COST: \$64,027 annually including WSST - The maximum duration of this contract is five years - a three year base contract and the option for two, (1) year extensions. Base bid before tax is \$58,740.

Lease? NO G	irant related? NO	Public Works? YES		
Fiscal Impact		Budget Account		
Expense \$ \$58,740.00		# VARIOUS		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notifications		
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	PSCH 08/01/2022	
<b>Division Director</b>	SCHAEFFER, BRIAN	Council Sponsor	CM KINNEAR & CM	
			CATCHART	
<u>Finance</u>	SCHMITT, KEVIN	Distribution List		
Legal	BEATTIE, LAUREN	dstockdill@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	fireaccounting@spokanecity.org		
Additional Approvals		bryans@ecspokane.com		
<u>Purchasing</u>	PRINCE, THEA			

# Committee Agenda Sheet PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire			
Contact Name & Phone	Jay Atwood (509) 435-7095			
Contact Email	jatwood@spokanecity.org			
Council Sponsor(s)	CM Kinnear, CM Cathcart			
Select Agenda Item Type				
Agenda Item Name	Janitorial services for SFD facilities			
Summary (Background)	Janitorial services are contracted for (5) SFD facilities: Combined Communications, 1620 N. Rebecca St., SFD Training Administration 1618 N. Rebecca St., SFD Training Field House, 1614 N. Rebecca St., SFD Maintenance, 1610 N. Rebecca St., and SFD Administration, 44 W Riverside Ave.			
	<u>TOTAL COST:</u> \$64,027 annually including WSST – The maximum duration of this contract is five years – a three year base contract and the option for two, (1) year extensions. Base bid before tax is \$58,740.			
Proposed Council Action &	Approval of contract with Environment Control of Spokane Valley, WA., not later than 22 August 2022.			
Date:	WA., Hot later than 22 August 2022.			
Fiscal Impact:				
Total Cost: \$64,027 Annually				
Approved in current year budget? $oximes$ Yes $oximes$ No $oximes$ N/A				
Funding Source ☐ One-time ☒ Recurring				
Specify funding source: Annual budget				
-61				
Expense Occurrence   One-time   Recurring				
	e generating, match requirements, etc.) None			
Operations Impacts				
What impacts would the proposal have on historically excluded communities?				
This proposal is neutral regarding historically excluded communities.  How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic				
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?				
Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work				
performed and doesn't necessarily involve disparities.				
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right				
solution? Regular communication between facility stake-holders and janitorial operations ensures services are				
provided according to the contract.				
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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures.				
This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including				
Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency,				
CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.				



#### City of Spokane Fire Department

#### PURCHASED SERVICE CONTRACT

# Title: FIRE DEPARTMENT FACILITIES JANITORIAL SERVICES

This Contract is made and entered into by and between the CITY OF SPOKANE FIRE DEPARTMENT as ("City"), a Washington municipal corporation, and ENVIRONMENT CONTROL OF SPOKANE, whose address is 204 South Koren Road, Suite 200, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

#### 1. PERFORMANCE/SCOPE OF WORK.

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 specifications entitled IPWQ 5679-22, which is attached as Exhibit A. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

#### 2. TERM OF CONTRACT.

The term of this Contract begins on July 1, 2022, and shall run through June 30, 2025, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

#### 3. TERMINATION.

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

#### 4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Contract shall not exceed FIFTY-EIGHT THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$58,740.00), plus applicable sales tax, for a contract total of ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$176,220.00), unless modified by a written amendment to this Contract.

The Contractor shall submit its applications for payment to City of Spokane Fire Department, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. WAGES.

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

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

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

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

#### 7. PUBLIC WORKS REQUIREMENTS.

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

#### 8. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

retentions, and/or self-insurance.

#### 9. INDEMNIFICATION.

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

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

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

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

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

#### 13. DEBARMENT AND SUSPENSION.

The 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.

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

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

#### 15. ASSIGNMENT AND SUBCONTRACTING.

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

#### 16. STANDARD OF PERFORMANCE.

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

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

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

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

#### 18. ANTI KICK-BACK.

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

#### 19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Contractor, 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 Contractor shall comply with the requirements of this Section.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

CITY OF SDOKANE FIDE DEDARTMENT

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

LIAVIKONIVILIAT	CONTROL OF SPONANE	OH TOT SPOR	AND TINE DEPARTMENT
Ву		Ву	
Signature	Date	Signature	Date
Type or Print Nam	ne	Type or Print Na	ame
Title		Title	
Attest:		Approved as to	form:
City Clerk		Assistant City A	ttorney

## Attachments that are part of this Contract:

ENVIRONMENT CONTROL OF SPOKANE

Exhibit A – Certification Regarding Debarment Exhibit B - Contractor's Response to IPWQ Certification of Compliance with Wage Payment Statutes

<mark>22-144</mark>

## **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.
- 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.

or Print)
_

# **EXHIBIT B**



# Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name		
Signature of Authorized Official*  Printed Name  Title  Date  City  State  Check One:  Sole Proprietorship □ Partnership □ Joint Venture □ Corporation □ State of Incorporation, or if not a corporation, State where business entity was form  If a co-partnership, give firm name under which business is transacted:		
Printed Name		
Title		
Date	City	State
Check One:		
•	•	•
If a co-partnership, give fir	m name under which business is tra	nsacted:

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, proposal must be executed by a partner

## **Bid Response Summary**

Bid Number IPWQ 5679-22

Bid Title Fire Department Facilities - Janitorial Services

**Due Date** Thursday, July 7, 2022 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

**Company** Environment Control Building Maintenance Company of Spokane

Submitted By bryan spray - Wednesday, July 6, 2022 3:19:05 PM [(UTC-08:00) Pacific Time (US & Canada)]

bryans@ecspokane.com 5094643308

Comments

## **Question Responses**

Group	Reference Number	Question	Response
PRE-BID WALK			
THROUGH			
	1.	There is a pre-bid walk through of the facilities scheduled for Wednesday, June 29 at 10:00 am - Fire Station #1 - 44 W Riverside Avenue, Spokane WA (Location may change - but we will notify you if it does)	I acknowledge and understand
Default Item			
Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	ACKNOWLEDGED
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on hourly rate. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be for a four (4) year period.	ACKNOWLEDGED
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	ACKNOWLEDGED
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	ACKNOWLEDGED
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	ACKNOWLEDGED
	EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	4 - 6

	CONTRACTOR CONTACT	Please indicate Name, Telephone Number and E-Mail	Bryan Spray. (509)879- 6796
	INFORMATION	address for person submitting this bid response.	bryans@ecspokane.co
	ADDITIONAL	If you have additional information/documents to submit,	City of Spokane - cove
	INFORMATION	upload them here.	letter.pdf
PUBLIC WORKS REQUIREMENTS			
	A.	The work under this contract is classified as routine maintenance under state law.	ACKNOWLEDGED:
	1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
	2.	Statutory retainage is NOT required	ACKNOWLEDGED:
	В.	Prevailing Wage	Yes
	В.	The State prevailing rate of wages to be paid to all	103
	1.	workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & Department of L & Department o	Acknowledged:
	2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelvemonth period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged:
	C.	Apprenticeship	Yes
	1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged:
	D.	Statement of Intent	Yes

	1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	ACKNOWLEDGED:
	E.	Filing Fees	Yes
	1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & Damp; I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
	F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
	1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged:
GENERAL CONDITIONS			
	#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	YES
TECHNICAL REQUIREMENTS			
	Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	ACKNOWLEDGED:
	Scope of Work	The Scope of Services will include, but is not limited to, the following: 1. Must be able to meet all of the cleaning specifications for the different Fire Department Facilities (Exhibit A); 2. Employees must be trained and aware of current OSHA standards; 3. Employees must be able to successfully pass a background check and finger printing;	I understand and agree I do not understand an I do not agree

	Pricing	Exhibit A located in the Documents tab must be filled out and uploaded below. This exhibit shows by facility, how often each service must be performed. You will need to fill out Minutes per Task and cost per facility - and then complete the form for all facilities with a total cost/month.	I acknowledge and understand
	Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	ACKNOWLEDGE:
BID			
	Bid Offer	The quote listed on the Exhibit A of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. This will be set up as a four (4) year contract - with pricing adjustments and justification can be requested at the anniversary date of the Contract.	I understand and I acknowledge
	Bid Offer	Upload your completed Exhibit A here. Only one document can be uploaded so save all pages as one document before attempting upload.	IPWQ #5679-22 Exhibi A.pdf
	Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	1
	Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	ACKNOWLEDGED:
	Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Subcontractor List und \$1M.pdf
CONTRACTOR RESPONSIBILITY			
	#1	Provide Washington State Contractor's Registration No.	n/a
	#2	Provide Contractor's U.B.I. Number	603-066-096
	#3	Provide Contractor's Washington Employment Security Department Number	420968-00-0
	#4	Provide Contractor's Washington Excise Tax Registration Number	603-066-096
	#5	Provide Contractor's City of Spokane Business Registration Number	603-066-096
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES



Dear City of Spokane,

Thank you for your business partnership with Environment Control for the past 8 years and for the opportunity to continue to work with the City of Spokane!

We are a locally owned and operated company with the strong support of a national organization with over 59 years of experience in the commercial cleaning industry. Our unique structure combines the care and concern of a local owner with the extensive experience and backing of a national organization. We believe our excellent management practices, our strong approach to leadership and our proven systems can be a significant asset to you and your employees!

Our team is committed to providing quality service and a clean environment for our customers!

Sincerely,

Bryan Spray

President, Environment Control

Monthly Costs

## I. TRAINING ADMINISTRATION OFFICE:

These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:

Note for ALL Sections: Minutes per Task is the minimum billable minutes to be spent on each task, i.e. 2 people working for 10 minutes would equal 20 minutes for task.

## Office areas, conference rooms, kitchen area, hallways

				As				Minutes	
Extent of Service	_Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							15	
Clean countertops and tables in kitchen and dining area	XX							10	
Vacuum all carpeted areas (except in individual offices)	XX							20	
Sweep (dry mop) hard floors	XX							20	
Clean and sanitize all sinks	XX							15	
Disinfect drinking fountain	XX							5	
Dust tables & desk tops (except in individual offices)		XX						15	
Wet mop hard floors		XX						30	
Wash entry way windows (inside & out)		XX						40	
Edge vacuum carpets where upright will not reach			XX					30	
Spot damp mop hard floors				XX				10	
Spot Clean carpets				XX				15	
Refill paper towel dispensers				XX				10	
Dust high and low surfaces (except in individual offices)					XX			35	
Dust window blinds					XX			60	
Machine scrub and buff hard floors					XX			375	
Wash both sides of windows						XX		225	
Wash outside glass of display cases						XX		20	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	300	
Clean HVAC Diffusers							XX	100	

## Rest Room(s) (qty-3)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							10	
Clean rest room fixtures and chrome fittings	XX							10	
Clean rest room mirrors	XX							5	
Sanitize toilets, toilet seats, and urinals	XX							15	
Damp mop/wash floors with disinfectant	XX							20	
Spot wash rest room walls, partitions and doors		XX						15	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				XX				5	
	•	•	•	•	•	•	•	Cost	

## Classrooms

	As		Minutes
Extent of Service	Each Visit Weekly Bi-Weekly Needed	Monthly Qtly Yearly	per Task Initial

									Mor
									Cos
Gather all waste paper and garbage and take out to dumpster	XX							10	
Wash off all tables	XX							10	
Vacuum all carpets and area rugs	XX							15	
Dust table& desk tops and other vertical surfaces		XX						10	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				xx				15	
Dust high and low surfaces					XX			30	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	260	
Clean HVAC Diffusers							XX	50	
		•	•	•	•	•		Cost	а

## . COMBINED COMMUNICATIONS BUILDING:

These services shall be performed daily (7 days per week) at times that will be mutually agreed on, unless stated otherwise, and include the following:

Total Minutes A

Total Cost A

1,860.0

Common use areas (Kitchen, hall ways)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							10	
Wash off all tables and countertops	XX							15	
Vacuum all carpets at entry doors	XX							20	
Sweep (dry mop) hard floors	XX							10	
Clean and sanitize all sinks	XX							10	
Disinfect drinking fountain	XX							5	
Wet mop all hard floors		XX						20	
Wash entry way windows (inside & out)		XX						15	
Spot Clean carpets				XX				20	
Spot damp mop hard floors				XX				10	
Dust high and low surfaces					XX			15	
Dust window blinds					XX			10	
Machine scrub and buff hard floors					XX			220	
Wash both sides of windows						XX		100	
Wash outside glass of display cases						XX		20	<u> </u>
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	45	
Clean HVAC Diffusers							XX	30	
	*	•	•	•	•	•	•	Cost	

Common use areas (conference rooms)

	As							Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster		XX						5	

								Monthly
								Costs
Dust chairs and tables	XX						15	
Vacuum all carpets	xx						20	
Spot Clean carpets			XX				10	
Dust high and low surfaces				XX			25	
Edge vacuum carpets where upright will not reach				XX			20	
Dust window blinds					XX		20	
Wash both sides of windows					XX		25	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)						XX	30	
Clean HVAC Diffusers						XX	20	
•		•	*	•	•	•	Cost	b

Common use areas (rest rooms) (qty-6)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and take out to dumpster	XX							10	
Clean rest room fixtures and chrome fittings	xx							10	
Clean rest room mirrors	xx							5	
Sanitize toilets, toilet seats, and urinals	XX							20	
Damp mop/wash floors with disinfectant	xx							30	
Spot wash rest room walls, partitions and doors		XX						20	
Clean shower in both bathrooms		XX						20	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies	5			XX				10	
								Cost	

 Total Minutes B
 890.0

 Total Cost B
 \$

## II. COMBINED COMMUNICATIONS BUILDING:

These services shall be performed daily (7 days per week) at times that will be mutually agreed on, unless stated otherwise, and include the following:

911 Dispatch Area

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							35	
Clean and sanitize work stations and door handles	XX							55	
Vacuum all carpets	XX							60	
Dust file cabinets, & counters other vertical surfaces		XX						50	
Spot Clean carpets				XX				15	
Dust high and low surfaces					XX			55	
Edge vacuum carpets where upright will not reach					XX			60	
Dust window blinds						XX		260	
Wash both sides of windows						XX		140	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	220	·

## 

 Total Minutes C
 995.0

 Total Cost C
 \$

## Police & Sheriff Dispatch Areas

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							35	
Clean and sanitize work stations and door handles	XX							55	
Vacuum all carpets	XX							60	
Dust file cabinets, & counters other vertical surfaces		XX						55	
Spot Clean carpets				XX				15	
Dust high and low surfaces					XX			55	
Edge vacuum carpets where upright will not reach					XX			60	
Dust window blinds						XX		260	
Wash both sides of windows						XX		160	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	260	
Clean HVAC Diffusers							XX	45	
	•	•	•	•	•	•	•	Cost	

Total Minutes D 1,060.0

Total Cost D \$ -

## 911, Police & Sheriff Admin. Office Areas

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster	XX							30	
Dust file cabinets, & counters other vertical surfaces		XX						50	
Vacuum all carpets		XX						50	
Spot Clean carpets				XX				15	
Dust high and low surfaces					XX			55	
Edge vacuum carpets where upright will not reach					XX			55	
Dust window blinds						XX		120	
Wash both sides of windows						XX		140	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	140	
Clean HVAC Diffusers							XX	45	
	•	•	•	•		•	•	Cost	

 Total Minutes E
 700.0

 Total Cost E
 \$

# Fire Department Areas (dispatch)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Wash both sides of windows						XX		60	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							XX	60	
Clean HVAC Diffusers							XX	45	

			Month Costs	_
Cost		90	f	
Total Minu	utes F			165.0
<b>Total Cos</b>	<u>t F</u>	:		

## FIRE STATION No.1 ADMINISTRATION OFFICES--Both Floors

These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:

First & Second Floor Office areas and Basement Offices

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and dispose of in FD dumpster	xx							35	
Clean countertops and tables in kitchen and dining area									
and clean sink and refill paper towel dispenser	xx							15	
Wash off all tables (lunch/conference/basement offices)	XX							20	
Arrange all furniture (lunch/conference/basement offices)	XX							10	
Vacuum all carpets and area rugs	XX							45	
Sweep (dry mop) hard floors	XX							30	
Disinfect drinking fountain	XX							5	
Wash entry way windows	XX							20	
Dust desk, chairs and office furniture		XX						25	
Dust file cabinets, & counters		XX						30	
Clean and sanitize telephones		XX						15	
Clean north and south stairwells		XX						20	
Spot clean hard floors of any marks		XX						15	
Wet mop all hard floors		XX						45	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				XX				20	
Dust sides of desk and other vertical surfaces					XX			30	
Dust high and low surfaces					XX			60	
Dust window blinds						XX		260	
Machine scrub and buff hard floors						XX		320	
Wash both sides of windows						XX		325	
Wash outside glass of display case						XX		25	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)			-				XX	525	
Clean HVAC Diffusers							XX	60	
	•		•	•	•		•	Cost	

## Rest Rooms (qty-4)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task Initia	al
Gather and dispose of all waste paper	XX							15	

							Monthly Costs
Clean rest room fixtures and chrome fittings	XX					15	
Clean mirrors	XX					5	
Sanitize toilets, toilet seats, and urinals	XX			<u> </u>		15	
Damp mop/wash floors with disinfectant	XX					20	
Spot wash, partitions and doors		XX				15	
Clean and fill dispensers (soap and paper) from							
F.D. supplies and leave extra supplies close at hand				XX		30	
			•		•	Cost	g
						Total Minu	 2,100.0

## IV. Field House

These Services will be provided once weekly, except in the case where the Vendor is notified that service is not needed as it will be done by training when there is a recruit school.

## Rest Room(s) (qty-3)

				As				Minutes	
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take out to dumpster		XX						10	
Clean rest room fixtures and chrome fittings		XX						15	
Clean rest room mirrors		XX						10	
Sanitize toilets, toilet seats, and urinals		XX						20	
Damp mop/wash floors with disinfectant		XX						20	
Clean showers		XX						30	
Spot wash rest room walls, partitions and doors		XX						35	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				XX				10	
	•	1	•	•	•		•	Cost	

Total Minutes H	150.0
Total Cost H	\$ -

## V. Shop Restroom (At Training Center Complex)

These Services will be provided once a week,on a day that will be mutually agreed on, unless stated otherwise, and include the followin:

## Rest Room(s) (qty-1)

	As				Minutes				
Extent of Service	Each Visit	Weekly	Bi-Weekly	Needed	Monthly	Qtly	Yearly	per Task	Initial
Gather all waste paper and garbage and take it out to dumpster		XX						20	
Clean 2 sinks , 1 urinal, 1 shower		XX						35	
Machine scrub restroom				XX				135	
Wash bench		XX						15	

							<u>Monthly</u>
							Costs
xx					- 2	20	
xx						15	
		XX				15	
•			•	•	Cost		i
					Total M	inutes I	255.0
					Total Co	ost I	\$ -
ent and the ve	endor are re						
and seal the o	quality floor s	ealant and b	ouff.			Cost	400
	, ,					Cost	250
							27
with the excep	ption of the in	dividual offi	ce spaces		Fire 911 Police Sheriff	Cost Cost Cost	175 250 175 175
with the excep	ption of the in	dividual offi	ce spaces			Cost	175
:41- 41		anaa				04	205
with the excep	puon of the in	uividuai offi	ce spaces	•			325
							375
						Cost	325
						Cost	75
							<del></del>
						Cost	34
						CUSI	34
)TE							
リヒ							
	nain contract, ent and the very Spokane' s and seal the deep floor. If CCB Building	nain contract, but as a sepent and the vendor are reconspokane's Clerk.  and seal the quality floor seen floor.  CCB Building  with the exception of the in  with the exception of the in	nain contract, but as a separate charent and the vendor are required to en Spokane's Clerk.  and seal the quality floor sealant and ben floor.  CCB Building  with the exception of the individual office with the exception of the individual off	nain contract, but as a separate charge as nee ent and the vendor are required to enter into a Spokane's Clerk.  and seal the quality floor sealant and buff. en floor.  CCB Building  with the exception of the individual office spaces with the exception of the individual office spaces with the exception of the individual office spaces	main contract, but as a separate charge as needed. If there ent and the vendor are required to enter into a written Characteristic Spokane's Clerk.  Is and seal the quality floor sealant and buff.  In floor.  In CCB Building  In with the exception of the individual office spaces.  In with the exception of the individual office spaces.  In with the exception of the individual office spaces.	cost Total M Total C:  main contract, but as a separate charge as needed. If there are servicent and the vendor are required to enter into a written Change Order Spokane's Clerk.  and seal the quality floor sealant and buff. and floor.  CCB Building  with the exception of the individual office spaces.  Fire 911 Police Sheriff  with the exception of the individual office spaces.	main contract, but as a separate charge as needed. If there are services request ent and the vendor are required to enter into a written Change Order recorded v Spokane's Clerk.  Is and seal the quality floor sealant and buff.  If Cost and Seal the quality floor sealant and buff.  If Cost Cost Cost Cost Cost Cost Sheriff Cost Sheriff Cost Sheriff Cost Cost Cost Cost Cost Cost Cost Cost

PROJECT NAME: The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:	Monthly Costs  FIRE DEPARTMENT JANITORIAL SERVICES.
Training Admin Building-Monthly	Quote Totals           Minutes         Cost         hours/ month           A         1,860.00         \$ 1,105.00         31.00
CCB cost breakdowns-Monthly Cost Common Areas (including rest rooms) Cost 911 Dispatch Area Cost Police & Sheriff Dispatch Area Cost 911,Police & Sheriff Admin. Officer Area Cost Fire Department Dispatch Area	B       890.00 \$ 525.00       14.83         C       995.00 \$ 580.00       16.58         D       1,060.00 \$ 620.00       17.67         E       700.00 \$ 420.00       11.67         F       165.00 \$ 110.00       2.75
Fire Station #1-Monthly	<u><b>G</b></u> 2,100.00 \$ 1,245.00 35.00
Field House-Monthly Cost-(Four Visits)	<u>H</u> 150.00 \$ 125.00 2.50
Shop Bathrooms	<u>I</u> 255.00 \$ 165.00 4.25
Total Monthly QuoteTotal Cost A+B+C+D+E+F+G+H+I	hours/ month  Total 8,175.00 \$ 4,895.00 136.25  \$ 58,740.00

## SUBCONTRACTOR LIST

**PROJECT NAME:** Fire Department Facilities - Janitorial Services

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

CONTRACTOR/SUPPLIER: West Coast Window Cleaning, Inc
--

TYPE OF WORK/BID ITEM: Multi-Story Exterior Window Cleaning at Firehouse #1

AMOUNT: Included in Pricing from Exhibit A

CONTRACTOR'S REGISTRATION NO.: 602 171 767

CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO.
NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



## **<** Business Lookup

License Information:

New search Back to results

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** Profit Corporation

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 204 S KOREN RD

**STE 200** 

SPOKANE VALLEY WA 99212-0735

Mailing address: 204 S KOREN RD

STE 200

SPOKANE VALLEY WA 9921 735

**Excise tax and reseller permit status:** Click here

Secretary of State status: Click here

# **Endorsements**

Endorsements held at this lo License # Count Details	Status	Expiration da First issuance
Liberty Lake General Business - Non-Resident	Active	Jan-31-2023 Dec-17-2010
Minor Work Permit	Active	Jan-31-2023 Jul-18-2017
Spokane General Business T12092281BL - Non-Resident	Active	Jan-31-2023 Oct-15-2012
Spokane Valley General Business	Active	Jan-31-2023 Dec-23-2010

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

Governing people	Title
SDRAV RRVAN	

SPRAY, HEIDI

# **Registered Trade Names**



Registered trade names	Status	First issued
Registered trade names	Status	First issued
ENVIRONMENT CONTROL BUILDING MAINTENANCE #445	Active	Nov-30-2010
	The Business Lookup information is u 4/21/2022 12:51:29 PM	pdated nightly. Search date and time:

# **Contact us**

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

		BROGATION IS WAIVED, subject trificate does not confer rights							require an endorsement	. A st	tatement on
	DUCE					CONTA NAME:	ст	,			
		USA, Inc. 5th Avenue, Suite 1900				PHONE FAX (A/C, No, Ext): (A/C, No):					
S	eattle	e, WA 98101				E-MAIL ADDRESS:					
Α	ttn: Se	seattle.certrequest@marsh.com				INSURER(S) AFFORDING COVERAGE					NAIC#
CN1	CN101848208-445b-GAWUC-22-23					INSURE		nion Fire Insurance			19445
INSL	INSURED						erican Insurance			28932	
Environment Control of Spokane #445 204 S Koren, #200						surance Compan			22292		
Spokane, WA 99212						INSURE		isurance compan	J		
						INSURE					
						INSURE					
CO	VFR	RAGES CE	RTIFI	CATE	NUMBER:		-003538138-08		REVISION NUMBER: 4		
IN C E	IDIC/ ERTI XCLU	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY F IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	EQUII PERT POLI	REME ΓΑΙΝ, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER IS DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO	CT TO	WHICH THIS
INSR LTR		TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY			GL3118620		03/01/2022	03/01/2023	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	Х	Contractual Liability							MED EXP (Any one person)	\$	25,000
			-						PERSONAL & ADV INJURY	\$	2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	Х	OTHER: Named Insured							Vol Prop Damage	\$	150,000
	AUT	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO							BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
В	Х	UMBRELLA LIAB X OCCUR			MKLM6MM70000451		03/01/2022	03/01/2023	EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MAD	E						AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000					00/04/0000			\$	
Α		RKERS COMPENSATION DEMPLOYERS' LIABILITY			WC013588034		03/01/2022	03/01/2023	PER OTH- STATUTE ER		
	ANIV	PROPRIETOR/PARTNER/EXECUTIVE Y/N PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		'Employers Stop Gap Liability'				E.L. EACH ACCIDENT	\$	1,000,000
	∣(Mar	Indatory in NH) es, describe under	]						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Crim	me Third Party			BDC1072037		03/01/2022	03/01/2023	Limit		50,000
Α	Lost	t Key Coverage			GL3118620		03/01/2022	03/01/2023	Limit Occ/Agg		50,000
		TION OF OPERATIONS / LOCATIONS / VEHI 460 with respect to janitorial services performe	•					 e space is requir	ed)		
CE	RTIF	FICATE HOLDER				CANC	ELLATION				
City of Spokane Risk Management 808 Spokane Falls Blvd. Spokane, WA 99201					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
						AUTHO	RIZED REPRESE	NTATIVE			
		I						7	Marsh USA	190	ic.

SPOKANE Agenda Shee	et for City Council Meeting of:	Date Rec'd	8/3/2022
08/22/2022	Clerk's File #	OPR 2022-0590	
		Renews #	
<b>Submitting Dept</b>	POLICE	Cross Ref #	ORD C36256
Contact	JACQUI MACCONNELL 625-4109	Project #	
Name/Phone			
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item		
Agenda Item Name	1620-WSCJTC 22-23 RECRUITMENT GRAN	T AWARD	

## **Agenda Wording**

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

## **Summary (Background)**

In April, 2022, the Spokane Police Department (SPD) submitted an application to receive grant funding from CJTC to be used to increase hiring and recruiting diverse officers. Notification of award was received in June. The amount that will be granted to the Spokane Police Department is \$55,450. The grant period runs from July 1, 2022 to June 30, 2023.

Lease? NO G	rant related? YES	Public Works? NO				
Fiscal Impact		Budget Account				
Revenue <b>\$</b> 54,450		# 1620-91801-99999-334	69			
Expense <b>\$</b> 54,450		# 1620-91801-21250-VAR	IOUS			
Select \$		#				
Select \$		#				
Approvals		Council Notifications				
Dept Head	OLSEN, ERIC	Study Session\Other	PSCHC 05/02/2022			
<u>Division Director</u>	OLSEN, ERIC	Council Sponsor	Councilmember			
			Cathcart			
<u>Finance</u>	SCHMITT, KEVIN	<b>Distribution List</b>				
<u>Legal</u>	PICCOLO, MIKE	jmacconnell@spokanepoli	ce.org			
For the Mayor	ORMSBY, MICHAEL	spdfinance				
<b>Additional Approva</b>	<u>ls</u>					
<u>Purchasing</u>						
GRANTS,	MURRAY, MICHELLE					
CONTRACTS &						
PURCHASING						

Washington State Criminal Justice Training Commission  This Contract is between the State of Washington, Wash			WSCJTC Contract No. IA23-004  Program Index		
			PI 612		
			artment of Enterp nentReform/Page	orise Services Procurement Policies: <u>os/Policies.aspx</u>	
Contractor Name: City of Spokane Police Department			Contractor Address 1100 W. Mallon Ave., Spokane, WA 99260		
Federal Tax ID Number (FEIN), required business with State of WA	Federal Tax ID Number (FEIN), required before doing business with State of WA		Unified Business Identifier (UBI) required before doing business with State of WA		
91-6001280 Contractor Telephone 509-385-2815		į	Contractor E-Mail jmmacconnell@spokanepolice.org cmeidl@spokanepolice.org		
Fax			<u>emeratio operante porte cong</u>		
WSCJTC Contact Information  Manager of this contract or project. Name	e and Title.				
Susan Rogel			Grants and Outreach Program Manager		
Telephone (206) 969- 8437	Fax			E-mail Address Susan.rogel@cjtc.state.wa.us	
Contract Start Date 7/1/22	Contract End 6/30/23	Date		Contract Maximum Amount \$55,450	
Subcontracting Authorized? Y/N No	Travel Expens Yes	ravel Expenses Authorized? Y/N			
FOR THE WSCJTC:	FOR THE CONTRACTOR:		TRACTOR:		
Program Manager	Program Manager		Contractor Business Name (if applicable)		
Susan Rogel	Susan Rogel		City of Spokane Police Department		
Department Manager			Date		
Kevin Zeller		Contractor signature			
Executive Director  Monica Alexander			Contractor signature		
WSCJTC Fiscal Manager Brian Elliot		Print Contractor Name & Title Craig Meidl, Chief of Police City of Spokane Police Department			

## Statement of Work.

HB 1001 provides for funding to local jurisdictions to recruit and support an underserved population of police officers in the spirit of community connection and collaboration to improve relationships with the underserved community.

- 1. This Contract starts July 1, 2022 and ends June 30, 2023.
- 2. Grantees will submit quarterly reports and invoices for reimbursement and financial backup documentation for the invoice identifying specific expenses charged to the quarterly invoice.
  - a. Reports and Invoices will be submitted on the following dates:
    - i. October 15, 2022 (summarizing outcomes and submission of invoice for July, August, and September)
    - ii. January 15, 2023 (summarizing outcomes and submission of invoice for October, November, and December)
    - iii. April 15, 2023 (summarizing outcomes and submission of invoice for January, February, and March)
    - iv. July 15, 2023 (summarizing outcomes and submission of invoice for April, May and June).
- 3. Reports will consist of outcome reporting based on data measurement and indicators, and a narrative explaining how the outcomes were or were not met and if they are not met, the plan to meet the outcome.

  Required outcomes:

Outcor	ne	Timeline
1.	Continue to develop the multimedia video and recruiting materials that represent officers from identified underrepresented community.	June 30, 2023
2.	Increased number of community outreach contacts for the purpose of recruiting from underrepresented community in the City of Spokane.	June 30, 2023
3.	Increased number of underserved community police officers recruited. (Indicated by the number of and demographics of those that take the PST )	June 30, 2023
4.	Identify a current or new program to reinforce and support those police officers from the underserved community in order to retain them in the Spokane Police Force.	June 30, 2023

- 4. A final Report summarizing the contract outcomes for the entire term of the contract is due at the end of June (by July 15, 2023).
- 5. Grantees will have reviews on site or by teleconference by WSCJTC staff twice per year. The first will be in October 2022 and the second will be in April 2023 on agreed upon dates. Unless WSCJTC staff or the grantee request more frequent reviews.

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

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

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

**Termination of Convenience.** Except as otherwise provided in this Contract, either party may terminate this Contract upon thirty (30) calendar days written notification. If this Contract is so terminated, the terminating party shall be liable

only to perform in accordance with the terms of this contract for performance rendered prior to the effective date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

# Committee Agenda Sheet Public Safety & Community Health

Submitting Department	Spokane Police Department		
Contact Name & Phone	Jacqui MacConnell, Director of Strategic Initiatives, 509 625 4109		
Contact Email	jmacconnell@spokanepolice.org		
Council Sponsor(s)	Councilmember Cathcart		
Select Agenda Item Type			
Agenda Item Name	Approval to apply for WSCJTC recruitment and retention grant		
Summary (Background)	On March 24, 2022 the Criminal Justice Training Commission put out a House Bill 1001 Request for Proposal with the intent of: <i>To have dynamic, diverse, community-oriented local police departments that will improve internal and external relations and ensure the effective delivery of services to the public and underserved populations. This program will assist local law enforcement agencies to engage in innovative outreach efforts to promote a diverse department reflective of their communities by encouraging a broader diversity of candidates from underrepresented groups and communities for recruitment and retention.  The Spokane Police Department submitted a proposal for the same grant in December 2021 and received that grant. The department would like to apply once again for this grant to run for the period July 1, 2022 to June 30, 2023 with maximum total possible grant award up to \$60,000.  We are requesting funds for recruiting trips (\$40,000), targeted social media campaign where recruiting trips will be conducted (\$6,000) and a broader media campaign within Washington (\$14,000).</i>		
Proposed Council Action & Date:	Approval to apply for grant – May 2 <sup>nd</sup> , 2022		
Fiscal Impact:  Total Cost: Approved in current year budget?			

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 compare the demographics of those taking the Public Safety Test during the recruiting time of our current grant and this grant (if awarded) in comparison to years prior to the grant. In addition, we will look at the diversity of those we hire and compare the demographics pre-grant to post-grant.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
(See above)
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?

SPOKANE Agenda Sheet	for City Council	Meeting of:	Date Rec'd	8/3/2022
08/22/2022		Clerk's File #	OPR 2022-0591	
			Renews #	
Submitting Dept	POLICE		Cross Ref #	
<b>Contact Name/Phone</b>	JENNIFER	625-4056	Project #	
	HAMMOND			
Contact E-Mail	JHAMMOND@SPOKA	NEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	1620 - OVW FIREARMS TECHNICAL ASSISTANCE PROJECT			

## **Agenda Wording**

Acceptance of grant funds from the Dept. of Justice's Office on Violence Against Women Firearms Technical Assistance Project pilot sites initiative.

## **Summary (Background)**

The Spokane Police Department, along with collaboration from the Spokane Regional Domestic Violence Coalition, received grant funding from Office on Violence Against Women to be used to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases. Period of performance 07/01/2022 through 06/30/2025 CFDA#16.590

Lease?	NO G	rant related? YES	Public Works? NO		
Fiscal Impact		Budget Account			
Revenue \$ 499,833			<b>#</b> 1620-91802-99999-33116-99999		
Expense \$ 499,833		# 1620-91802-21250-VARIOUS			
Select	Select \$		#		
Select	Select \$ #				
Approvals		Council Notifications			
Dept Hea	<u>ad</u>	OLSEN, ERIC	Study Session\Other	PSCHC 08/30/2021 &	
				8/1/22	
<b>Division Director</b> OLSEN, ERIC		OLSEN, ERIC	Council Sponsor	Councilmember Kinnear	
Finance SCHMITT, KEVIN		SCHMITT, KEVIN	Distribution List		
Legal PICCOLO, MIKE		PICCOLO, MIKE	JHAMMOND@SPOKANEPOLICE.ORG		
For the Mayor ORMSBY, MICHAEL		MFERGUSON@SPOKANEPOLICE.ORG			
Additional Approvals		SPDFINANCE			
<u>Purchas</u>	ing				
GRANTS	<u>S.</u>	MURRAY, MICHELLE			
CONTR/					
PURCH/	<u>ASING</u>				

# Briefing Paper (Public Safety & Community Healthy Committee)

Division & Department:	Spokane Police Department		
Subject:	Approval to apply for DOJ's Office on Violence Against Women		
	FY2021 Firearms Technical Assistance Project Pilot Sites Initiative		
Date:	August 30, 2021		
Contact (email & phone):	Jennifer Hammond – 625-4056		
City Council Sponsor:	CM Kinnear		
Executive Sponsor:	Craig Meidl		
Committee(s) Impacted:	Public Safety & Community Health Committee		
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget Revenue, Strategic Plan		
Strategic Initiative:	Safe & Healthy		
Deadline:	September 20, 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	The available award is \$500,000 and the funding period is October 1, 2021 – September 30, 2024. The City will sub-contract with the Family Justice Center to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. The remainder of the funding would be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection, and a community assessment.		
<u>Background/History:</u> Spokane is currently a Firearms Technical Assistance Project site – one of six sites across the US that was chosen to receive assistance in reducing domestic violence homicides and injuries committed with firearms. This non-competitive grant will provide direct financial support as well as new technical assistance designed to help incorporate community partners in efforts to implement effective responses to firearms and domestic violence.			
<ul> <li>Executive Summary:         <ul> <li>City of Spokane/SPD to apply as lead agency for the OVW Firearms Technical Assistance Project Pilot Sites Initiative</li> <li>Total award request is \$500,000; the City's share is TBD based on requirements of the grant, including hiring a site coordinator for the project.</li> <li>Family Justice Center will be the sub-grantee and responsible for the site coordinator position.</li> <li>City's share will include funds for advanced domestic violence training for officers and overtime for officers to serve orders of protection and follow up on firearms in domestic violence cases</li> </ul> </li> </ul>			
<ul> <li>Award period is 36 months – October 1, 2021 to September 30, 2024</li> <li>Budget Impact:</li> </ul>			
Approved in current year budget?   Yes  No  N/A  Annual/Reoccurring expenditure?  Yes  No  N/A  If new, specify funding source: Proposed SBO  Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating, no match  Operations Impact:			
Consistent with current operations/policy? $\boxtimes$ Yes $\square$ No $\square$ N/A			
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A			
Specify changes required:			

Known challenges/barriers: None

## Award Letter

June 30, 2022

Dear Justin Lundgren,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2021 OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites Initiative Solicitation. The approved award amount is \$499,833.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

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

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ALLISON RANDALL Principal Deputy Director

## Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsReguirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have

employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinguency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

## Memorandum Regarding NEPA

**NEPA Letter Type** 

OVW – Categorical Exclusion - No Renovations Allowed

**NEPA** Letter

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

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

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

Debra		Murphy
First Name	Middle Name	Last Name
NEPA Coordinator		

#### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

## Recipient Information

**Recipient Name** 

SPOKANE, CITY OF

UEI

PDNCLY8MYJN3

Street 1 Street 2

808 W SPOKANE FALLS BLVD

City State/U.S. Territory

**SPOKANE** Washington

**Zip/Postal Code** Country

**United States** 99201

County/Parish **Province** 

# **Q**Award Details

**Federal Award Date Award Type** 

6/30/22 Initial

**Award Number Supplement Number** 

15JOVW-21-GK-04705-HOMI 00

**Funding Instrument Type Federal Award Amount** 

\$499,833.00 CA

**Assistance Listing Number Assistance Listings Program Title** 

16.590

**Statutory Authority** 

34 U.S.C. 10461 - 10465

I have read and understand the information presented in this section of the Federal Award Instrument.

## Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

#### **Solicitation Title**

## **Awarding Agency**

2021 OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites Initiative Solicitation **OVW** 

## **Application Number**

GRANT13509881

Grant Manager Name Phone Number E-mail Address AMANDA WILSON 202-598-0142 amanda.wilson@usdoj.gov

## **Project Title**

Reducing Domestic Violence Homicides and Injuries Committed with Firearms

**Performance Period Start** Date

**Performance Period End Date** 

07/01/2022

06/30/2025

**Budget Period Start Date** 

**Budget Period End Date** 

07/01/2022

06/30/2025

## **Project Description**

Since FY 2016, Domestic Violence Homicide Prevention Initiative (DVHPI) funds have been used to support the Firearms Technical Assistance Project (FTAP), which helps communities identify challenges with the implementation of federal, state, and tribal domestic violence firearms prohibitions in their jurisdictions and assists them in establishing a localized response that is best suited to their communities' unique needs and characteristics. The FTAP focuses on the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program (ICJR) Program purpose area 22 (Domestic Violence Homicide). Under the initial FTAP TA Initiative, six firearms sites were selected to receive intensive training and technical assistance under the FTAP. Lessons learned from the existing FTAP pilot sites will help the ICJR Unit identify best and promising practices for jurisdictions implementing firearms relinquishment policies and practices throughout the civil and criminal justice system. To further this initiative, in FY 2022 OVW will support the initial six firearm sites along with new sites to work on the implementation of firearm restrictions in domestic violence cases in their communities.

> The grantee, in collaboration with its project partners, will use this new award to establish a multidisciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases in their jurisdiction. The management team will reflect the diverse make-up of the jurisdiction, which will be reflected in the support of participating culturally specific organization(s). The work completed under this project will be informed by the unique needs and characteristics of the community, through the use of a needs assessment, community engagement work and specialized training

#### Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

## Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or

terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.



Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budgetmodification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.



Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include

a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach



Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.



Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.



**OVW Training Guiding Principles** 

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-fags-grantees#Discretionary.



Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

# **=**14

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

# **15**

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing. extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.iustice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

# 917

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contactgrants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530: (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

# 18⊟

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this award, the recipient--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors

from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

# 19⊞

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

# **=**20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

# **=**21

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

# **=22**

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.



Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seg., and OVW's implementing regulations at 28 C.F.R. Part 90.



Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.iustice.gov/ovw/resources-and-fagsgrantees). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.



VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.



Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.



Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.



Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.



Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations

implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resourcesand-fags-grantees. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.



Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

# **=**31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

# **32**

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

# **⊟33**

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 -December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.



Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar guarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.



Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

# **⊞36**

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

# **37**

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.



Prior approval of all materials and publications

The recipient agrees to submit for OVW review and approval all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award. OVW must have not less than 20 days to complete review and approval. The recipient may not distribute or publicly release such materials under this award until OVW has approved them.



Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.



Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive. and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.



Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.



Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.



Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.



Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any

consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.



Prior approval for conference expenditures

The recipient must complete and submit the Department of Justice-Sponsored Conference Request and Report Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event. This includes conferences for which OVW is not the primary source of funding if OVW support will exceed \$20,000.



Logistical conference planning costs

The allowable costs for logistical conference planning are limited to \$50 per attendee, not to exceed a cumulative total of \$8,750. "Attendees" include trainers, instructors, presenters, and facilitators. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical conference planner is \$5,000 (\$50 X 100 attendees). This cost limitation applies whether the recipient is planning in-house or is contracting with an outside logistical conference planner. Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no specific justification or prior approval is required. If the recipient expects to exceed these cost limitations, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient proceeds with the logistical conference planning.

# **□47**

Programmatic conference planning costs

The allowable costs for programmatic conference planning are limited to \$200 per attendee, not to exceed a cumulative cost total of \$35,000. "Attendees" include trainers, instructors, presenters, and facilitators. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic conference planner is \$20,000 (\$200 X 100 attendees). This cost limitation applies whether the recipient is planning in-house or is contracting with an outside programmatic conference planner. Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no specific justification or prior approval is required. If the recipient expects to exceed these cost limitations, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient proceeds with the programmatic conference planning.

# **48**

Conference space and audio-visual equipment

Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. "Attendees" include trainers, instructors, presenters, and facilitators. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If the recipient expects that these limitations will be exceeded, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient enters into any contract for the use of conference space and audio-visual equipment.

# **49**

Prohibition on trinkets at conferences

The recipient acknowledges that trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.



Prohibition on entertainment at conferences

The recipient acknowledges that funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities, and any costs directly associated with entertainment (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

Load	M		re
Luau	10	U	

I have read and understand the information	presented in this section of	f the Federal Award Instrument
Thave read and understand the information	presented in this section o	Tille i ederal Award mistrament

### Award Acceptance

#### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

# **Agency Approval** Title of Approving Official Name of Approving Official Signed Date And Time Principal Deputy Director ALLISON RANDALL 6/27/22 5:59 PM **Authorized Representative**

<b>Entity</b>	Acce	ptance

Title of Authorized Entity Official

——

Signed Date And Time

——

SPOKANE Agenda Sheet	ANE Agenda Sheet for City Council Meeting of:		8/3/2022
08/22/2022		Clerk's File #	OPR 2022-0592
		Renews #	
<b>Submitting Dept</b>	POLICE	Cross Ref #	
<b>Contact Name/Phone</b>	JUSTIN LUNDGREN 625-4115	Project #	
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1620 - JAG22 MOU W/ SPOKANE COUNTY		

# **Agenda Wording**

Memorandum of understanding between Spokane County and City of Spokane to apply and split FY2022 Edward Byrne Memorial JAG grant totaling \$180,880

# **Summary (Background)**

The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$180,880, which will be split as follows: City - \$81,396 and County - \$99,484.

Lease? NO G	rant related? YES	Public Works? NO	
Fiscal Impact		<b>Budget Account</b>	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals	Council Notifications		<u>ıs</u>
Dept Head	OLSEN, ERIC	Study Session\Other	PSCHC 08/01/2022
<u>Division Director</u>	OLSEN, ERIC	Council Sponsor	Councilmember
			Kinnear/Stratton
<u>Finance</u>	SCHMITT, KEVIN	<b>Distribution List</b>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
For the Mayor	ORMSBY, MICHAEL		
<b>Additional Approval</b>	<u>s</u>		
<u>Purchasing</u>			
GRANTS,	MURRAY, MICHELLE		
CONTRACTS &			
PURCHASING			

# **Committee Agenda Sheet Finance and Administration Committee**

Submitting Department	Spokane Police Department	
Contact Name & Phone	Justin Lundgren 625-4115	
Contact Email	jclundgren@spokanepolice.org	
Council Sponsor(s)	Councilmembers Kinnear & Stratton	
Select Agenda Item Type	Consent Discussion Time Requested:	
Agenda Item Name	Joint application MOU with Spokane County on JAG22 grant program	
Summary (Background)	Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally, and the fiscal agent of the grant is allowed an additional 10% of the joint money.	
	The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$180,880, which will be split as follows: City - \$81,396 and County - \$99,484.	
Proposed Council Action & Date:	Approval of MOU between Spokane County & City of Spokane in regards to a joint JAG22 grant application	
Fiscal Impact:		
Total Cost: \$81,396	et? Yes No N/A	
Approved in current year budg	et! [] Yes [ NO [] N/A	
Funding Source One-ti	ime 🔲 Recurring	
Specify funding source: Dept. o	of Justice Edward Byrne Memorical grant	
Expense Occurrence One-ti	nce One-time Recurring	
Other budget impacts: (revenu	e generating, match requirements, etc.)	
Operations Impacts		
<u>N/A</u>	sal have on historically excluded communities?	
	llyzed, and reported concerning the effect of the program/policy by	
racial, ethnic, gender identity, existing disparities?	national origin, income level, disability, sexual orientation, or other	
N/A		
How will data be collected regative the right solution?	arding the effectiveness of this program, policy or product to ensure it	
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

# MEMORANDUM OF UNDERSTANDING BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE

#### 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSITANCE GRANT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between SPOKANE COUNTY ("COUNTY") a political subdivision of the State of Washington having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260 and the CITY OF SPOKANE ("CITY") a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, jointly referred to as the PARTIES.

#### WITNESSETH:

WHEREAS, the PARTIES are making a joint application for the 2022 Edward Byrne Memorial Justice Grant (JAG) Program hereinafter referred to as the "Grant"; and

WHEREAS, the PARTIES are required in conjunction with the grant application process to sign a Memorandum of Understanding indicating who will serve as the applicant/fiscal agent for the grant as well as to allocate' among themselves the grant funds and identify the purposes for which the funds will be used; and

**WHEREAS**, pursuant to the requirements of the Grant, the PARTIES are desirous of reducing to writing their understanding as to who will serve as the applicant/fiscal agent for the Grant as well as the distribution to each of the PARTIES and the purposes for which the funds will be used; and

**WHEREAS**, each of the PARTIES finds that the performance of this MEMORANDUM OF UNDERSTANDING is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

#### **NOW THEREFORE**, the PARTIES agree as follows:

#### SECTION NO. 1: DESIGNATION OF APPLICANT/FISCAL AGENT

The PARTIES hereby agree that the COUNTY shall be the designated applicant/fiscal agent in conjunction with the Grant.

#### SECTION NO. 2: ALLOCATION OF GRANT MONIES

The PARTIES agree that the Grant amount One Hundred Eighty Thousand Eight Hundred Eighty Dollars (\$180,880.00) shall be split among the PARTIES as follows and in accordance with COUNTY Resolution No. 2011-0572:

Spokane County \$99,484.00 (including 10% administrative costs)

City of Spokane \$81,396.00

#### SECTION NO. 3: USE OF GRANT FUNDS BY THE PARTIES

The CITY agrees to use the \$81,396.00 for law enforcement equipment to enhance the safety of the officers and community members.

The COUNTY agrees to use \$40,698.00 of the grant funding for the prosecution and court programs purpose areas of the grant. Funding will be used to fill a support staff position in the prosecution of property and drug crimes for an approximate 12-month time frame during the award period. The Spokane County Sheriff's Office will use \$40,698.00 of the grant funding for the purchase of law enforcement equipment. The purchase of equipment will be used to ensure the safety of the Spokane community. The COUNTY will also use \$18,088.00 for administrative costs related to the Grant.

#### SECTION NO. 4: LIABILITY FOR CLAIMS

Each PARTY to this MOU shall be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

#### SECTION NO. 5: THIRD PARTY RIGHTS

The PARTIES to this MOU do not intend for any third party to obtain a right by virtue of this MOU. This Memorandum shall not create any rights in any PARTY not a signatory hereto.

### <u>SECTION NO. 6:</u> ENTIRE UNDERSTANDING

This MOU contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this MOU.

#### SECTION NO. 7: AGREEMENT

Upon award of the Grant, the PARTIES shall enter into an Agreement setting forth the final terms and conditions of the Grant allocation and management.

day of, 2022.	mmissioners of Spokane County, Washington this _
	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
	Mary L. Kuney, Chair
ATTEST:	Al French, Vice-Chair
Ginna Vasquez, Clerk of the Board	Josh Kerns, Commissioner
Dated:	SPOKANE COUNTY SHERIFF
	By: Spokane County Sheriff
Dated:	SPOKANE COUNTY PROSECUTOR
	By: Spokane County Prosecutor
Dated:	CITY OF SPOKANE
	By:
	Title:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

SPOKANE Agenda Sheet	Agenda Sheet for City Council Meeting of:		6/29/2022
07/18/2022		Clerk's File #	ORD C36234
		Renews #	
<b>Submitting Dept</b>	POLICE	Cross Ref #	
<b>Contact Name/Phone</b>	JACQUI 625-4109	Project #	
	MACCONNELL		
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.OR	Bid #	
	G		
Agenda Item Type	Special Budget Ordinance	Requisition #	
<b>Agenda Item Name</b>	1620-ACADEMY FACILITY UPDATES		

## **Agenda Wording**

Special Budget Ordinance to utilize state provided law enforcement and criminal justice legislation funds for the update & renovation of SPD training facilities and equipment.

## Summary (Background)

In 2021, the City of Spokane was given \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide additional training for 30 members of our department.

Lease?	NO G	Grant related? NO	Public Works? NO	
Fiscal I	mpact		<b>Budget Account</b>	
Expense	<b>\$</b> 283,000		# 1620-99138-VARIOUS	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approv	als_		<b>Council Notification</b>	<u>s</u>
Dept He	<u>ad</u>	MACCONNELL, JACQUI	Study Session\Other	Finance 06/27/2022
Division	Director	OLSEN, ERIC	Council Sponsor	KINNEAR/CATHCART
<u>Finance</u>		SCHMITT, KEVIN	Distribution List	
<u>Legal</u>		PICCOLO, MIKE	jmacconnell@spokanepolice.org	
For the I	<u>Mayor</u>	ORMSBY, MICHAEL	spdfinance@spokanecity.org	
<u>Additio</u>	nal Approval	<u>s</u>		
Purchas	<u>ing</u>			
	EMENT &	STRATTON, JESSICA		
BUDGET	<u> </u>			

# **Committee Agenda Sheet Finance and Administration**

<b>Submitting Department</b>	Police Department
Contact Name & Phone	Jacqui MacConnell – 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmember Kinnear & Councilmember Cathcart
Select Agenda Item Type	□ Consent □ Discussion Time Requested:
Agenda Item Name	SBO for Police Training Center Facility/Equipment Updates
Summary (Background)	The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide "Legally Justified but was it Avoidable" training for 30 members of our department.
	The Spokane Police Department's Training Center is the epicenter for training for the department, and also serves as a training center for the state. In the Training Center we have two Basic Law Enforcement Academy sessions per year, as well as two to three in-service trainings. Additionally, other departments will sometimes attend our training as they often do not have the resources to conduct some of the updated training we do (i.e. 2021 Legislative updates, one of our adjoining departments sent representatives in order to provide the training to their department). We host groups at the Training Center to continue to build the relationship with the public, for example Citizen Police Academies and youth/school field trips. The Training Center continues to provide progressive training such as Active Bystandership for Law Enforcement, Implicit Bias, Procedural Justice, Reality Based Training, and more.
	Aspects of the Training Center have not been updated for at least 15 years and are in dire need of replacement. The carpet throughout the building needs to be replaced as they are currently somewhat of an embarrassment given their condition. Estimated cost for carpet replacement is \$70,000.
	We currently have an antiquated target turning system that essentially only provides the option of shooting at an appropriate shoot target. New target turning systems can provide multiple targets to help train both verbal and less lethal de-escalation tactics, as well as decision-making and shoot/don't shoot scenarios. A new target turning system will cost approximately \$150,000.
	The audio/visual equipment at the Academy needs an upgrade. Audio visual is a must for any training today and it is used for almost all trainings. The audio/visual equipment upgrade will cost approximately \$60,000.

	"Legally Justified but Was It Avoidable" training presented by Calibre Press is a training that we would like to provide for approximately 30 members of our department. The training analyzes dozens of recent use of force videos and focuses on the totality of the interaction. The training considers if poor or ill-advised tactics, ineffective communication, a lack of personal control and/or a misunderstanding of acute stress led the officer(s) to escalate the event unintentionally and unconsciously. Calibre Press will provide the on-line training to the Spokane Police Department for \$99/person. The approximate cost of this training would be \$3,000.	
Proposed Council Action & Date:		
Fiscal Impact:		
Total Cost: \$283,000		
Approved in current year budg	et? □ Yes ☒ No □ N/A	
Funding Source 🗵 One	e-time   Recurring	
	me State legislation funds received in 2021	
Expense Occurrence 🗵 One	e-time   Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impacts		
<u> </u>	osal have on historically excluded communities?	
	,	
·	alyzed, and reported concerning the effect of the program/policy by national origin, income level, disability, sexual orientation, or other	
existing disparities?		
How will data be collected rega	arding the effectiveness of this program, policy or product to ensure it	
is the right solution?	and the chestiveness of this program, policy of product to chistic it	

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?

#### **ORDINANCE NO C36234**

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 & Judicial Grant 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:

**Effective Date** 

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$283,000.
- A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.
- B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range.
- C. Of the increased appropriation, \$60,000 is provided solely for replacing and upgrading AV equipment used in classrooms.
- D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.
- E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

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 update training facilities and equipment, 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:	<del> </del>	
City Clerk		
Approved as to form:		_
Assis	tant City Attorney	
Mayor		Date

SPOKANE Agenda Sheet	for City Council Meeting	of: Date Rec'd	8/3/2022
08/22/2022		Clerk's File #	ORD C36256
		Renews #	
<b>Submitting Dept</b>	POLICE	Cross Ref #	OPR 2022-0590
<b>Contact Name/Phone</b>	JACQUI 625-4109	Project #	
	MACCONNELL		
Contact E-Mail	JMACCONNELL@SPOKANEPOLIC	OR Bid #	
	G		
Agenda Item Type	Special Budget Ordinance	Requisition #	
<b>Agenda Item Name</b>	1620 - SBO FOR 22-23 WSCJTC RECRUITMENT GRANT		

# **Agenda Wording**

Special budget ordinance to appropriate funding awarded by the WA State Criminal Justice Training Commission to be used towards the recruitment and retention of officers.

# **Summary (Background)**

In April, 2022, the Spokane Police Department (SPD) submitted an application to receive grant funding from CJTC to be used to increase hiring and recruiting diverse officers. Notification of award was received in June. The amount that will be granted to the Spokane Police Department is \$55,450. The grant period runs from July 1, 2022 to June 30, 2023.

Lease?	NO	Grant related? NO	Public Works? NO	
Fiscal I	mpact		<b>Budget Account</b>	
Revenue	<b>\$</b> 55,450		# 1620-91801-99999-334	69
Expense	<b>\$</b> 55,450		# 1620-91801-21250-VAR	IOUS
Select	\$		#	
Select	\$		#	
Approva	als		<b>Council Notification</b>	<u>is</u>
Dept Hea	<u>ad</u>	LUNDGREN, JUSTIN	Study Session\Other	PSCHC 08/01/2022
<b>Division</b>	Director	LUNDGREN, JUSTIN	Council Sponsor	Councilmembers
				Kinnear/Cathcart
<u>Finance</u>		SCHMITT, KEVIN	<b>Distribution List</b>	
<u>Legal</u>		PICCOLO, MIKE	jmacconnell@spokanepoli	ce.org
For the N	<u>Mayor</u>	PERKINS, JOHNNIE	spdfinance	
Additio	nal Approva	<u>als</u>		
<u>Purchas</u>	ing			
MANAG	EMENT &	STRATTON, JESSICA		
BUDGET	-			

# Committee Agenda Sheet Public Safety & Community Health

Submitting Department	Spokane Police Department Spokane Police Department		
Contact Name & Phone	Jacqui MacConnell 625-4109		
Contact Email	jmacconnell@spokanepolice.org		
Council Sponsor(s)	Councilmembers Kinnear & Cathcart		
Select Agenda Item Type			
Agenda Item Name	SBO to accept \$55,450 of grant funds from CJTC for		
	hiring/recruitment grant		
Summary (Background)	In April, 2022, the Spokane Police Department (SPD) submitted an application to receive grant funding from CJTC to be used to increase hiring and recruiting diverse officers. Notification of award was received in June. The amount that will be granted to the Spokane Police Department is \$55,450. The grant period runs from July 1, 2022 to June 30, 2023.  Special budget ordinance is requested to provide appropriate budget		
	authority to spend grant funds; offset with grant reimbursement.		
Proposed Council Action &	Approval to accept grant funds and SBO, August 22, 2022		
Date:			
Fiscal Impact: Total Cost: \$55,450			
Approved in current year budg	et? □ Yes ⊠ No □ N/A		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Funding Source			
Specify funding source: WSCJT	C Contract No. IA23-004		
Expense Occurrence 🗵 One	e-time   Recurring		
,			
<u> </u>	e generating, match requirements, etc.)		
Operations Impacts	and the contract of the state o		
What impacts would the propo	sal have on historically excluded communities?		
-	llyzed, and reported concerning the effect of the program/policy by national origin, income level, disability, sexual orientation, or other		
How will data be collected regards is the right solution?	arding the effectiveness of this program, policy or product to ensure it		

#### **ORDINANCE NO C36256**

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 & Judicial Grant 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 & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by \$55,450.

Effective Date

- A) \$55,450 of the increased revenue is from a Washington State Criminal Justice Training Commission grant award.
- 2) Increase the appropriation by \$55,450.
- A) Of the increased appropriation, \$6,000 is provided solely for a targeted social media campaign
- B) Of the increased appropriation, \$35,450 is provided solely for recruitment trips and travel
- C) Of the increased appropriation, \$14,000 is provided solely for a general media campaign

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 reflect newly awarded grant funds to be used to increase the department's hiring and recruiting activities, 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 Preside	nt
Attest:		
City Clerk		
Approved as to form:		<del> </del>
Assis	stant City Attorney	
	····	
Mayor		Date

SPOKANE Agenda Sheet	for City Council	Meeting of:	Date Rec'd	8/3/2022
08/22/2022			Clerk's File #	ORD C36257
			Renews #	
<b>Submitting Dept</b>	POLICE		Cross Ref #	OPR 2022-0591
<b>Contact Name/Phone</b>	JENNIFER	625-4056	Project #	
	HAMMOND			
<b>Contact E-Mail</b>	JHAMMOND@SPOKA	NEPOLICE.ORG	Bid #	
Agenda Item Type	Special Budget Ordina	ince	Requisition #	
Agenda Item Name	1620-SBO FOR FTAP G	RANT AWARD		

# **Agenda Wording**

Special budget ordinance to appropriate funding awarded by the Dept. of Justice's Office on Violence Against Women Firearms Technical Assistance Project pilot sites initiative.

# **Summary (Background)**

The Spokane Police Department, along with collaboration from the Spokane Regional Domestic Violence Coalition, received grant funding from Office on Violence Against Women to be used to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases. Period of performance 07/01/2022 through 06/30/2025 CFDA#16.590

Lease? NO G	rant related? NO	Public Works? NO		
Fiscal Impact		<b>Budget Account</b>		
Revenue <b>\$</b> 499,833		# 1620-91802-99999-33116-99999		
Expense \$ 499,833		# 1620-91802-21250-VARIOUS		
Select \$		#		
Select \$		#		
<b>Approvals</b>		<b>Council Notification</b>	<u>s</u>	
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	PSCHC 08/01/2022	
<b>Division Director</b>	MEIDL, CRAIG	Council Sponsor	Council President	
			Beggs/CM Kinnear	
<u>Finance</u>	SCHMITT, KEVIN	<b>Distribution List</b>		
<u>Legal</u>	PICCOLO, MIKE	JHAMMOND@SPOKANEPC	LICE.ORG	
For the Mayor	PERKINS, JOHNNIE	spdfinance		
<b>Additional Approval</b>	<u>s</u>			
<u>Purchasing</u>				
MANAGEMENT &	STRATTON, JESSICA			
<u>BUDGET</u>				

# Committee Agenda Sheet Public Safety & Community Health

Submitting Department	Spokane Police Department		
Contact Name & Phone	Jennifer Hammond 625-4056		
Contact Email	jhammond@spokanepolice.org		
Council Sponsor(s)	Council President Beggs		
Select Agenda Item Type	Consent Discussion Time Requested:		
Agenda Item Name	SBO related to grant approval of 2021 OVW Firearms Technical Assistance Project Pilot grant.		
Summary (Background)	SPD, along with collaboration from the Spokane Regional Domestic Violence Coalition, received grant funding from OVW to provide a FTAP coordinator, who will be hired by SRDVC, for approximately \$52,000 per year. SPD will provide specialized DV, Protection Order, and Fireams training at an estimated cost of \$26,000 for the first year. An overtime list will be created of the specially trained officers for serving orders, deemed firearm positive, and investigating subjects who have not complied with the Order To Surrender Firearms. If SPD is unable to provide staffing to complete this order service and investigation, the money will move to the SRDVC to create an on-call responsive advocacy response.  Additionally, \$60,000 has to be reserved for OVW Culturally Specific Training and Technical Assistance Community Assessment.  This is one-time funding available from July 1, 2022 to June 30, 2025.		
	A special budget ordinance is needed to provide budget authority to spend grant funding.		
Proposed Council Action &	Approval of SBO - August 22, 2022		
Date:			
Fiscal Impact: Total Cost: \$499,833 Approved in current year budge	et? Yes No N/A		
Funding Source One-tile Specify funding source: Office of	me 🔲 Recurring on Violence Against Women grant		
Expense Occurrence One-time			
	e generating, match requirements, etc.)		
Operations Impacts What impacts would the prope	sal have on historically excluded communities?		
This program is designed to re	duce domestic violence homicides by removing firearms from s. Historically black and indigenous woment have a homicide rate		
How will data be collected, ana	lyzed, and reported concerning the effect of the program/policy by		
racial, ethnic, gender identity, rexisting disparities?	national origin, income level, disability, sexual orientation, or other		

### 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

#### **ORDINANCE NO C36257**

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 & Judicial Grants 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 & Judicial Grants Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grants Fund, the following changes be made:

1) Increase revenue by \$499,833.

**Effective Date** 

- A) Of the increased revenue, \$499,833 is from the Office on Violence Against Women as part of the Firearms Technical Assistance Project Pilot Sites Initiative Solicitation.
- 2) Increase appropriation by \$499,833.
- A) Of the increased appropriation, approximately \$156,000 will be used to fund a FTAP Coordinator.
- B) Of the increased appropriation, approximately \$86,000 will be used for training.
- C) Of the increased appropriation, approximately \$257,833 will be used towards overtime and creation of an on-call responsive advocacy response.

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 reflect newly awarded grant funds to be used to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases, 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		<del></del>
	Council Presider	nt
Attest:		
City Clerk		
Approved as to form:		
Assi	stant City Attorney	
Mayor		Date

SPOKANE Agenda Sheet	for City Counc	il Meeting of:	Date Rec'd	8/3/2022
08/22/2022			Clerk's File #	ORD C36258
			Renews #	
<b>Submitting Dept</b>	POLICE		Cross Ref #	
<b>Contact Name/Phone</b>	MIKE MCNAB	835-4514	Project #	
Contact E-Mail	MMCNAB@SPOKA	NEPOLICE.ORG	Bid #	
Agenda Item Type	Special Budget Ord	linance	Requisition #	
Agenda Item Name	1620 - SBO WATPA SUPPLEMENTAL FUNDING			

## **Agenda Wording**

Special budget ordinance to recognize newly awarded grant funds received from the Washington Auto Theft Prevention Authority(WATPA) program.

# **Summary (Background)**

Spokane Police Department was awarded \$48,776 in supplemental grant funding to expand of its automatic license plate reader network. This technology assists officers in identifying stolen vehicles and vehicles associated with missing persons cases such as Amber Alerts, while being able to focus their attention on other tasks. This is one-time funding available from July 1st , 2022 to June 30th , 2023.

Lease? NO	Grant related? NO	Public Works? NO	
Fiscal Impact		<b>Budget Account</b>	
Revenue <b>\$</b> 48,776		# 1620-91803-99999-334	69-99999
Expense <b>\$</b> 48,776		# 1620-91803-94000-564	01-99999
Select \$		#	
Select \$		#	
Approvals		<b>Council Notification</b>	<u>ıs</u>
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	PSCHC 08/01/2022
<b>Division Director</b>	OLSEN, ERIC	Council Sponsor	Councilmembers
			Cathcart/Bingle
<u>Finance</u>	SCHMITT, KEVIN	<b>Distribution List</b>	
<u>Legal</u>	PICCOLO, MIKE	mmcnab@spokanepolice.o	org
For the Mayor	PERKINS, JOHNNIE	sernst@spokanepolice.org	
<b>Additional Approva</b>	als_	spdfinance	
<u>Purchasing</u>			
MANAGEMENT &	STRATTON, JESSICA		
BUDGET			

# Committee Agenda Sheet Public Safety & Community Health

Submitting Department	Spokane Police Department		
Contact Name & Phone	Mike McNab-835-4514		
Contact Email	mmcnab@spokanepolice.org		
Council Sponsor(s)	Councilman Cathcart & Councilman Bingle		
Select Agenda Item Type	Consent Discussion Time Requested:		
Agenda Item Name	SBO related to grant approval for FY22-23 Washington Auto Theft		
Summary (Background)	Prevention Authority Program (WATPA) supplemental grant funding.  SPD receives grant funding from WATPA for one full-time detective		
Summary (Background)	who is part of our regional vehicle theft task force. SPD was awarded		
	\$48,776 in supplemental grant funding to expand of its automatic		
	license plate reader network. This technology assists officers in		
	identifying stolen vehicles and vehicles associated with missing		
	persons cases such as Amber Alerts, while being able to focus their attention on other tasks. This is one-time funding available from July		
	1 <sup>st</sup> , 2022 to June 30 <sup>th</sup> , 2023.		
	Special budget ordinance is needed to provide budget authority to		
B	spend grant funding.		
Proposed Council Action & Date:	Approval of SBO - August 22 <sup>th</sup> , 2022		
Fiscal Impact:			
Total Cost: \$48,776			
Approved in current year budg	et? 🔲 Yes 🔳 No 🔲 N/A		
5 11 0 <b>=</b> 0			
	me 🔲 Recurring sociation of Sheriffs and Police Chiefs grant		
Specify fulfullig source. WA Ass	ociation of Sherm's and Fonce Chiefs grant		
Expense Occurrence One-ti	me 🔲 Recurring		
	e generating, match requirements, etc.)		
Operations Impacts	sal have on historically excluded communities?		
what impacts would the prope	sai have on historically excluded communities:		
<u>None</u>			
	llyzed, and reported concerning the effect of the program/policy by		
racial, ethnic, gender identity,	llyzed, and reported concerning the effect of the program/policy by national origin, income level, disability, sexual orientation, or other		
racial, ethnic, gender identity, existing disparities?			
racial, ethnic, gender identity, existing disparities?  N/A	national origin, income level, disability, sexual orientation, or other		
racial, ethnic, gender identity, existing disparities?  N/A			
racial, ethnic, gender identity, existing disparities?  N/A  How will data be collected regards the right solution?	national origin, income level, disability, sexual orientation, or other		
racial, ethnic, gender identity, existing disparities?  N/A  How will data be collected regalis the right solution?  N/A	national origin, income level, disability, sexual orientation, or other arding the effectiveness of this program, policy or product to ensure it		
racial, ethnic, gender identity, existing disparities?  N/A  How will data be collected regalis the right solution?  N/A  Describe how this proposal alignment.	national origin, income level, disability, sexual orientation, or other arding the effectiveness of this program, policy or product to ensure it gns with current City Policies, including the Comprehensive Plan,		
racial, ethnic, gender identity, existing disparities?  N/A  How will data be collected regalis the right solution?  N/A  Describe how this proposal alignment.	national origin, income level, disability, sexual orientation, or other arding the effectiveness of this program, policy or product to ensure it		

Vehicle theft enforcement using the latest technology aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:

- Help create a safer, healthier, and more supportive environment for all residents and visitors
- Combat crime by using innovative policing practices and technology.

#### **ORDINANCE NO C36258**

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 & Judicial Grant 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 & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by \$48,776

Effective Date

- A) \$48,776 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award as part of the Washington Auto Theft Prevention Authority program
- 2) Increase the appropriation by \$48,776
- A) Of the increased appropriation, \$48,776 is provided solely for equipment to expand the automatic license plate reader network.

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 reflect newly awarded grant funds to be used to procure ALPR equipment, 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 Pre	esident	
Attest:			
City Clerk			
Approved as to form:			-
Assis	stant City Attorney		
	····		
Mayor			Date

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	7/6/2022
07/18/2022		Clerk's File #	ORD C36239
		Renews #	
<b>Submitting Dept</b>	CITY COUNCIL	Cross Ref #	
<b>Contact Name/Phone</b>	BREEAN BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - ESSENTIAL CITY FACILITY SITING	ì	

# **Agenda Wording**

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

# **Summary (Background)**

This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as "police precincts or offices, fire stations, utility facilities, community centers and libraries."

Lease?	NO Gi	rant related? NO	Public Works? NO	
<u>Fiscal</u>	<u>Impact</u>		<b>Budget Account</b>	
Neutral	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approvals		Council Notifications		
Dept He	ad	ALLERS, HANNAHLEE	Study Session\Other	7/11 Public Safety
Division	Director		Council Sponsor	CP Beggs; CM Wilkerson
<u>Finance</u>			<b>Distribution List</b>	
<u>Legal</u>				
For the	<u>Mayor</u>			
Additional Approvals				
Purchas	sing			

# Committee Agenda Sheet Public Safety & Community Health

Submitting Department	City Council		
Contact Name & Phone	CP Beggs		
Contact Email	bbeggs@spokanecity.org		
Council Sponsor(s)	CP Beggs; CM Wilkerson		
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested: 10		
Agenda Item Name	Essential City Facility Siting – Emergency Ordinance		
Summary (Background)	This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as "police precincts or offices, fire stations, utility facilities, community centers and libraries."		
Proposed Council Action & Date:	7/18/22		
Fiscal Impact: N/A			
Total Cost:			
Approved in current year budg	et? 🗆 Yes 🗆 No 🗆 N/A		
Funding Source			
Operations Impacts	e generating, match requirements, etc.)		
<u> </u>	osal have on historically excluded communities?		
This ordinance codifies community process prior to placing essential facilities in neighborhoods to ensure that more voices are part of the decision-making process.			
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?  Comprehensive Plan Chapter LU 6			

#### ORDINANCE NO. C36239

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the City Council intends to enact this ordinance as a method of implementing chapter LU 6 of the City of Spokane's Comprehensive Plan, concerning the siting of essential public facilities; and

**WHEREAS,** public input, collaboration, and cooperation are all critical to the successful process of locating essential City facilities, to ensure that neighborhoods obtain all the benefits of essential city facilities while mitigating the detrimental impacts of those facilities; and

**WHEREAS,** members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate essential city facilities in their neighborhoods; and

**WHEREAS**, actions by city officials that ignore the voices of our community members in taking unilateral steps to locate or relocate essential city facilities erodes the public trust, degrades the effectiveness of local government, engenders suspicion, and demands an immediate response; and

**WHEREAS**, the City Council determines that because this ordinance concerns the process and criteria for the siting of essential City facilities, this ordinance is needed for the immediate preservation of the public peace and safety, and for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

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

**Section 1.** That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

#### Section 12.05.005 Definitions

A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

- B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.
- C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. <u>"Essential City Facility" means police precincts or offices, fire stations, utility facilities, community centers and libraries.</u>
  - ((<del>D.</del>))<u>E.</u> "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
    - 1. Civil immigration detention;
    - 2. Removal proceedings; and
    - 3. Removal from the United States
- ((E.))F. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- ((F.))G. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be nonpublic areas.
- ((G<sub>-</sub>))<u>H.</u> "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- ((H.))<u>I.</u> "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- ((\frac{1.}{1.})\frac{J.}{1.} "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((J.))K. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

**Section 2.** That there is enacted a new section 12.05.062 of the Spokane Municipal Code to read as follows:

#### Section 12.05.062 Siting of Essential City Facilities - Process

- A. Prior to locating an essential city facility, the administration shall undertake the following public process.
  - The Administration shall convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
  - 2. The Administration shall publish the alternative locations for the proposed new or relocated essential City facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).
- B. The Spokane City Council's Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:
  - 1. effective demonstrably needed service to neighborhood residents;
  - 2. responsiveness of the location to the demonstrated needs of the residents of the neighborhood; and
  - 3. financial sustainability of the location.
- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of an essential city facility.
- D. Any Spokane resident who believes that the City has not fully complied with this section prior to the City providing services at an essential city facility has standing to pursue injunctive relief in Superior Court to stop delivery of services until compliance with this section has been achieved, except that this section shall not apply to essential city facilities that provided services prior to June 25, 2022.

**Section 3.** That there is enacted a new section 12.05.063 of the Spokane Municipal Code to read as follows:

#### Section 12.05.063 Essential City Facilities – Mandatory Criteria

- A. The following criteria shall be met before any decision to place a new or relocated essential City facility can be made:
  - 1. For police precincts, the chosen location shall:
    - a. be visible to the public,
    - b. be located on or within one block of the main street of a neighborhood business district, and
    - c. provide access for the public to onsite services and for officers responding to reports of crime;
    - d. be located within a documented cluster of criminal activity;
    - e. be located in a commercial zone with high visibility of patrol cars, foot and bicycle community policing patrols; and
    - f. provide adequate space and facilities for co-deployed behavioral health officers and reception provided through mutual agreement with Spokane C.O.P.S.
  - 2. For utility facilities:
    - a. the location must be designed to minimize conflicts with traffic.
    - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility.

**Section 4.** That this ordinance applies to all new facilities which are located or relocated after the effective date of this ordinance, as well as to all existing essential City facilities. For existing essential City facilities, the responsible department shall provide to the City Council, no later than 180 days after the effective date of this section, a summary of all City facilities which do not meet the requirements of this ordinance.

**Section 5.** That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on	·
	Council President

Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	 Date
	Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/4/2022
08/22/2022	Clerk's File #	ORD C36259	
		Renews #	
<b>Submitting Dept</b>	CITY COUNCIL	Cross Ref #	
<b>Contact Name/Phone</b>	BREEAN BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - COLLECTIVE BARGAINING IMPR	OVEMENT ORDINAN	CE

#### **Agenda Wording**

Specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency.

#### Summary (Background)

Since Council has the final approval of CBAs, this ordinance ensures that no oral or written agreements are offered to bargaining representatives prior to Council's awareness of the terms and ability to share feedback with the negotiating team. It also requires that Council and OPOC host a public hearing and take testimony regarding civilian oversight needs in any future CBA at least 30 days before the City begins collective bargaining negotiations with the Police Guild.

Lease?	NO G	rant related?	NO	Public Works?	NO	
<u>Fiscal</u>	<u>Impact</u>			<b>Budget Acc</b>	<u>ount</u>	
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approvals Council Notifications						
Dept He	ad	ALLERS, HAN	NAHLEE	Study Sessio	n\Other	8/4 Study Session
Division	Director			Council Spon	<u>sor</u>	CP Beggs; CM Kinnear
<u>Finance</u>				<b>Distribution</b>	List	
<u>Legal</u>				bbeggs@spokar	necity.org	
For the	<u>Mayor</u>			lkinnear@spoka	necity.org	
Additio	nal Approval	<u>S</u>				
Purchas	sing					

# Committee Agenda Sheet Study Session

Submitting Department	City Council						
Contact Name & Phone	CP Beggs – x6254						
Contact Email	bbeggs@spokanecity.org						
Council Sponsor(s)	CP Beggs & CM Kinnear						
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested: 5						
Agenda Item Name	Collective Bargaining Improvement Ordinance						
Summary (Background)	This ordinance would enact a new section 03.07.005 of the Spokane Municipal Code regarding collective bargaining. Since Council has the final approval of CBAs, the goal of this ordinance is the ensure that no oral or written agreements are being offered to bargaining representatives prior to Council's awareness of the terms and ability to share with the negotiating team any feedback that would impact support of a tentative agreement. It would not constrict the terms of any tentative agreement offered by the negotiating team; it would just ensure that the team could accurately convey the potential support by the decisionmakers. The ordinance also requires that the City Council and OPOC host a joint public hearing and take public testimony regarding any civilian oversight needs in any future CBA at least 30 days before the City begins collective bargaining negotiations with the Spokane Police Guild.  This ordinance is written as an emergency ordinance and will be effective immediately upon passage.						
Proposed Council Action & Date:	Intended for filing for the August 15, 2022, City Council meeting						
Fiscal Impact: N/A Total Cost: Approved in current year budget?							
Expense Occurrence							
Other budget impacts: (revenue	e generating, match requirements, etc.)						
	sal have on historically excluded communities?						
Typically, the public has not be	en included in collective bargaining processes. This ordinance adds a g of the process related to Spokane Police Guild bargaining.						
·	alyzed, and reported concerning the effect of the program/policy by national origin, income level, disability, sexual orientation, or other						

#### 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?

This ordinance aligns City of Spokane Charter Sections 25, 26 and 37, as well as with current processes for collective bargaining agreements, but it adds check ins with Council prior to reaching tentative agreements with bargaining units.

#### ORDINANCE NO. C-36259

An ordinance specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS,** Section 37 of the Spokane City Charter provides: "Subject to the general laws of the State of Washington, the city council shall by ordinance regulate the manner in which the City contracts for public works, personal services, and the acquisition and disposition of property"; and

**WHEREAS**, Sections 25 and 26 of the Spokane City Charter give to the City Council the authority to determine "the rights, powers, and duties" of the various departments as well as the authority to determine salaries of City employees; and

**WHEREAS**, collective bargaining agreements determine not only matters of the scope of employment of public employees, but also often contain significant budgetary obligations for the City, often over the course of up to five years; and

**WHEREAS**, in the past the City's negotiating team has committed to tentative agreements without first securing any feedback from the City Council that it would consider approval of the components of such an agreement and thus potentially creating misunderstandings and labor unrest between the parties to such agreements; and

**WHEREAS**, the City Council wishes to avoid mistakes and misunderstandings between the City's negotiating team and the decisionmakers for collective bargaining agreements by enacting this ordinance, which sets forth basic minimum process requirements for the negotiations and approval of collective bargaining agreements.

WHEREAS, the City Council determines that because this ordinance concerns the process for collective bargaining agreements critical to public safety and infrastructure, this ordinance is needed for the immediate preservation of the public peace and safety, and for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

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

**Section 1.** That chapter 03.07 of the Spokane Municipal Code is renamed "Personnel Regulations."

**Section 2.** That there is enacted a new section 03.07.005 of the Spokane Municipal Code to read as follows:

#### Section 03.07.005 Collective Bargaining

- A. No proposed labor agreement shall be offered to the bargaining unit by the City or formally accepted by the City as a tentative agreement, unless it has been first presented to the City Council in executive session for Council feedback.
- B. All labor agreements negotiated pursuant to chapter 41.56 RCW shall be subject to approval by vote of a majority of the City Council in an open public meeting.
- C. No binding oral or written agreements shall be entered into with the bargaining representative(s) of employees of the City relative to substantive changes in City policy toward wages, hours, or working conditions without such agreement(s) being first presented in executive session to the City Council for feedback, and approved by the vote of a majority of the City Council in an open public meeting.
- D. All elected public officials and appointed City officers assigned the responsibility of proposing, reviewing, or determining labor relations policies shall maintain strict confidentiality of executive session proceedings and any other privileged or confidential matters during the period of negotiations.
- E. Public Hearing on Police Contracts.
  - 1. The City Council and the Office of Police Ombudsman Commission ("OPOC") shall jointly host a public hearing and take public testimony on the effectiveness of the City's police accountability system and should be held at least 30 days before the City begins collective bargaining agreement negotiations with the Spokane Police Guild ("Guild") or the Spokane Police Lieutenants and Captains Association ("L&C") or any successor labor organization(s).
  - 2. The City of Spokane will consider in good faith whether and how to carry forward the interests expressed at the public hearing. Those suggested changes that are legally required to be bargained with the Guild or L&C or their successor labor organizations will be considered by the City, in good faith, for inclusion in negotiations but the views expressed in the public hearing will not dictate the City's position during bargaining.

**Section 3.** That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	 Date
	Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/28/2022	
08/22/2022		Clerk's File #	ORD C36260	
		Renews #		
Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	RES 2022-0063	
	PARKING SERVICES			
<b>Contact Name/Phone</b>	ELDON BROWN X6305	Project #		
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #		
Agenda Item Type	First Reading Ordinance	Requisition #		
Agenda Item Name	4700 - STREET VACATION OF PORTIONS OF BOY SCOUT WAY AND GARDNER			
	AVE			

#### **Agenda Wording**

Vacation of portions of Boy Scout Way and Gardner Ave between Washington St. and Howard St. as requested by the Spokane Public Facilities District.

#### **Summary (Background)**

At its legislative session held on July 18, 2022, the City Council set a hearing on the above vacation for August 22, 2022. Staff has solicited responses from all concerned parties.

Lease? N	0	Grant related? NO	Public Works? NO				
Fiscal Im	<u>pact</u>		<b>Budget Account</b>				
Revenue	<b>\$</b> 47104.31		<b>#</b> 3200 49199 99999 3951	0			
Select	\$		#				
Select	\$		#				
Select	\$		#				
<u>Approvals</u> <u>Council Notifications</u>							
Dept Head		PALMQUIST, TAMI	Study Session\Other	PIES 6/27/22			
<u>Division Director</u>		PALMQUIST, TAMI	Council Sponsor	CMs Zappone and			
				Stratton			
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>				
<u>Legal</u>		PICCOLO, MIKE	edjohnson@spokanecity.o	rg			
For the Ma	<u>yor</u>	PERKINS, JOHNNIE	ebrown@spokanecity.org				
<b>Additiona</b>	I Approva	<u>ıls</u>	rbenzie@spokanecity.org				
<u>Purchasing</u>	2		dscadmin@spokanecity.org	g			
	<u>-</u>		smacdonald@spokanecity.org				
			tpalmquist@spokanecity.o	rg			

City of Spokane Development Services Center 808 West Spokane Falls Blvd. Spokane, WA 99201-3343 (509) 625-6300

#### ORDINANCE NO. C36260

An ordinance vacating portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street and further described below,

WHEREAS, a petition for the vacation of portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street and further described below has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the portions of right-of-way described below are hereby vacated. Parcel number not assigned.

A portion of Gardner Ave. (now Boy Scout Way) lying between Blocks 2 and 5 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington and being more particularly described as follows:

**Beginning** at the Northeast corner of Lot 13 in said Block 5 on the South right of way line of said Boy Scout Way;

Thence on the North line of said Block 5; South 87°34'50" West a distance of 25.01 feet to the Northwest corner of said Lot 13;

Thence leaving said North line, North 02°29'20" West a distance of 65.00 feet to the Southwest corner of Lot 64 in said Block 2 on the North right of way line of said Boy Scout Way;

Thence on the South line of said Block 2, North 87°34'51" East a distance of 25.01 feet to the Southeast corner of said Lot 64:

Thence leaving said South line, South 02°29'16" East a distance of 65.00 feet to the **Point of Beginning** 

#### TOGETHER WITH

A portion of Gardner Ave. lying between Blocks 2 and 5 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington and being more particularly described as follows:

**Beginning** at the Northeast corner of Lot 31 in said Block 5 on the South right of way line of said Gardner Ave;

Thence on the North line of said Block 5; South 87°34'50" West a distance of 43.00 feet;

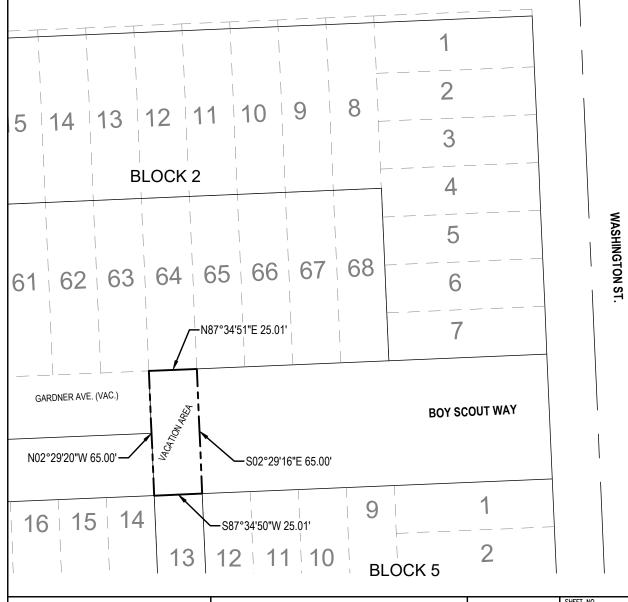
Thence leaving said North line, North 02°25'10" West a distance of 65.00 feet to the South line of said Block 2 on the North right of way line of said Gardner Avenue;

Thence on the South line of said Block 2, North 87°34'50" East a distance of 42.90 feet to the Southwest corner of Lot 47;

Thence leaving said South line, South 02°30'30" East a distance of 65.00 feet to the **Point of Beginning.** 

Passed the City Council	
	Council President
ttest:City Clerk	
pproved as to Form:	
Assistant City Attorney	
	Date:
Mayor	

# 



COFI	 _	_	
10 N. Post Street, Suite 500 Spokane, WA 99201			

ph 509.328.2994 www.coffman.com

PROJECT: STREET VACATION	BY:	KCM	SHEET NO.
LOCATION: BOY SCOUT WAY	DATE:	03/25/2022	1 OF 1
CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT	CHECKED:	DJA	JOB NO.
	DATE:	03/25/2022	212778

# SPOKANE PUBLIC FACILITIES DISTRICT

"GARDNER AVE - STREET VACATION"



							S	CALE:	1"=50	)'
	BOONE AVE	i.								
										<del>-</del>
	35			33	 					
	36		34		32	31	30	29	28	2
	37						DCK 2			
	38			43	3 44					+
<u> </u>	39		1.0			4   45	1 46	1	48	3
HOWARD ST.	40		-42							
포	41		-				J-N8	37°34'50"E	42.90'	
						1	W.	GARI	oner ave. (\	/AC.)
	GARDNER A	VE.	N02	°25'10"W 6	65.00'—		yes ill held		S02°30'30'	"E
	36	5	3	5 3 <sub>4</sub>	4 3 LOCK	3   3	2 3	1 3 687°34'50"	_	9
10 N. Post Street, S Spokane, WA 9920	1	PROJECT: STRE LOCATION: GARD CLIENT: SPOK	ET VACA	ΓΙΟΝ			BY:	KCM 25/2022	SHEET NO.  1 OF JOB NO.	1
ph 509.328.2994 www.coffman.com							DATE: 03/	25/2022	2127	78



# CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343 (509) 625-6300 FAX (509) 625-6822

#### STREET VACATION REPORT June 28, 2022

**LOCATION:** Portions of Boy Scout Way and Gardner Ave between Washington St.

and Howard St.

**PROPONENT:** Spokane Public Facilities District.

**PURPOSE:** Downtown Stadium

**HEARING:** August 22, 2022

**REPORTS:** 

AVISTA UTILITIES – Avista does not have any comments

**COMCAST** - Comcast has reviewed the vacation request. We have no objections for the vacation. As long as the Avista Power Pole that feeds Civic Theater stays. We feed this building from that pole

**CENTURYLINK\LUMEN** - Lumen has no objections to the vacation of Gardner or Boy Scout Way. We have no facilities in either location.

**INTEGRATED CAPITAL MANAGEMENT** – No comments

**DEVELOPER SERVICES – TRAFFIC -** The stadium is in for building permit review so I'm asking them to update the plans with the proposed vacations and uses to see what the direct impacts will be on what they have proposed. My main concern is the three-bay loading dock off Boy Scout Way which is not shown on the civil plans

**EXTENET** – Extenet has confirmed that there are no assets/facilities that fall within the boundaries of this project.

FIRE DEPARTMENT - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**DEVELOPER SERVICES – PLANNING** – No concerns from Planning. They should probably aggregate those into the larger parcel.

**POLICE DEPARTMENT - No comments** 

**SOLID WASTE MANAGEMENT - No comments** 

**STREET DEPARTMENT** – No comments

**WASTEWATER MANAGEMENT** - Concerning vacation of the following areas:

Gardner Ave (Boy Scout Way) between Block 5, Lot 13 and Block 2, Lot 64 & Gardner Ave between Block 5, Lot 32 & 31 and Block 2, Lot 45 & 46

There is an active sewer line in Gardner that extends from the right of way between Block 2, Lot 9 and Block 5, Lot 68 all the way to the sanitary manhole in the intersection of Gardner and Howard. At this time our department (Wastewater Management) has seen no approved plans to abandon and relocate this sanitary line.

We take no exception to these vacation requests under the following conditions:

- 1) All on site run off must be maintained and treated on site.
- Wastewater Management would have to see and approve plans that properly abandon and/or removes the portion of the sewer main between Washington and the west most vacation.
- 3) Wastewater Management would have to see and approve plans for a new start manhole on the remaining active portion of the sewer main between Howard and the west most requested vacation area.

No active city assets can be allowed to exist between the two vacation areas.

#### **WATER DEPARTMENT** – No comments

#### **BICYCLE ADVISORY BOARD** – No comments

#### **RECOMMENDATION:**

That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. .The public sewer and water mains in vacated Gardner Ave, between the (2) vacation areas, must be removed or privatized. Plans for this work must be submitted and approved and the work must either be completed or bonded for prior to the finalization of the vacation.

- 2. Addresses may need to be adjusted to reflect the newly configured RW.
- 3. Plans for the termination and closure of the RW must be submitted to the City of Spokane Developer Services Engineering Dept for review and acceptance and the work must either be completed prior to vacation finalization or a bond must be in place to cover the cost of the work.
- 4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$47,104.31 and is to be deposited to Budget Account #3200 49199 99999 39510.
- 5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2024.

Eldon Brown, P.E. Principal Engineer – Planning & Development

Eldy W. Dum



# Vacating Streets, Alleys and Other Public Right-of-Ways



For both residential and commercial property owners, vacating an unused or unneeded street, alley or other public right-of-way can be a valuable option. If your property is adjacent to an unused street, you might consider a street vacation.

The below list of required items can be submitted in person on the 3rd floor of City Hall or can be mailed to the address listed at the bottom of this page.

(Applications must be for the entire block. Appropriate justification must be submitted with this application in order to deviate from this standard.)

#### ☑ Completed Vacation Application

The vacation application must be filled out and signed by the adjacent land owners.

#### ☐ Application Fee

The application fee for a right-of-way vacation is \$400.00.

#### 

A dimensioned site plan showing the conceptual layout of the vacated right-of-way after it has been vacated and developed. If the right-of-way is to remain the same after being vacated please indicate this on the site plan. If the vacation area abuts other right-of-ways, the site plan must show how the vacated right-of-way will be closed and how it will interact with the remaining right-of-way.

#### **⋈** Written Narrative

A written narrative describing the purpose or reason for the proposed right-of-way vacation, a description of what is proposed for the vacated area, and a description of how the vacation is a benefit to the public.

#### Responses to the Below Questions

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain nobuild easements in the final vacation ordinace for the purveyors.

#### **Development Services Center**

808 W. Spokane Falls Blvd, Spokane, WA 99201-3336 my.SpokaneCity.org • Phone: 509.625.6300 • Fax: 509.625.6822

#### 1. The Application

An application requesting the vacation of a street, alley or other public right-of-way should be filed with the City of Spokane, Development Services Center on the Third Floor of City Hall (see application on back). The Development Services Center may be contacted at (509) 625-6300.

The application must be signed by the property owners representing at least 66 2/3% of the frontage bordering the right-of-way to be vacated. However, we recommend that you obtain 100% of the bordering property owners' signatures.

When the application is filed, a non-refundable fee of \$400.00 must also be paid to the City of Spokane.

#### 2. Proposal Review

When the application is filed, the Development Services Center will review the vacation proposal and verify ownership. Copies of the application will be sent to all concerned City departments and private utilities requesting comments.

#### 3. Public Hearing

After all comments are received and reviewed the Spokane City Council will set a date for a public hearing on the vacation request and notify property owners by mail. The applicant will need to post notices on the site of the proposed vacation.

Prior to the hearing, the Development Services Center will make a recommendation as to the vacation's feasibility to the City Council. The recommendation will include the specific requirements of the vacation, such as drainage, street closure and necessary easements.

The property owner is responsible for paying for the expense of closing the right- of-way. The cost may include removal and replacement of concrete, asphalt, and other items.

#### 4. Payment for Land

Payment for vacated land falls into two categories: for right-of-way that was dedicated less than 25 years ago, the City of Spokane charges one-half the assessed value; for right-of-way that was dedicated more than 25 years ago, the full assessed value will be charged. The value will be based on the unimproved land value of the adjoining property(s), as determined by the Spokane County Assessor's Office.

#### 5. City Council Action

If the City Council approves the vacation application at the public hearing, the Development Services Center will submit an ordinance to the Council for approval which outlines the terms and conditions of the vacation. The ordinance may retain easements for the construction, repair, and maintenance of public and private utilities and services.

When the applicant completes all conditions, final reading of the ordinance will be made.

The City does not determine ownership of the vacated area. It is determined by the original platting of the right-of-way. Typically this would mean that the property would go one-half to the adjoining properties on each side of the vacated area.

This process will take three to six months, possibly more, depending on the circumstances.

SPOKANE

POKAINE	Date
	I hereby make application for the vacation of the western 25.01 feet of Boy Scout Way
	from See exhibit toto
	toto
	The reasons for the vacation are: to allow the adjustment of grade for refuse vehicle access
	and to allow for a 3-bay loading dock. An easement will be provided through the subject
	area to avoid constructing a turn around or hammerhead at the western edge of the
	right-of-way. Public benefits to be derived from the vacation are: The loading dock will allow for increased use
	of the facility including non-sporting events. In turn, this will benefit the City as a whole
	with increased event opportunities and their resultant economic impact.
Property	Parcel Number <u>35181.3803</u>
Owner 1	Proponent's (Record Owner's) Signature
	Print Name Stephanie Curan, Spokane Public Facilities District
	Email scurran@spokanepfd.org Phone Number 509.279.7001
Office Use	Lot Block Addition
Property	Parcel Number <u>35181.4106</u>
Owner 2	Proponent's (Record Owner's) Signature
	Print Name Stephanie Curan, Spokane Public Facilities District
	Email scurran@spokanepfd.org Phone Number 509.279.7001
Office Use	Lot Block Addition
Property Owner 3	Parcel Number <u>35181.4105</u>
	Proponent's (Record Owner's) Signature
	Print Name Stephanie Curan, Spokane Public Facilities District
	Email scurran@spokanepfd.org Phone Number 509.279.7001
Office Use	Lot Block Addition
Property	Parcel NumberNA
Owner 4	Proponent's (Record Owner's) Signature
	Print Name
	Email Phone Number
Office Use	Lot Block Addition
Office USE	LUI DIUCN DIUCN AUUIIUII

#### **Boy Scout Way Street Vacation**

A portion of Gardner Ave. (now Boy Scout Way) lying between Blocks 2 and 5 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington and being more particularly described as follows:

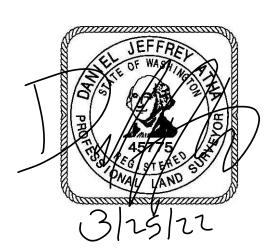
**Beginning** at the Northeast corner of Lot 13 in said Block 5 on the South right of way line of said Boy Scout Way;

Thence on the North line of said Block 5; South 87°34'50" West a distance of 25.01 feet to the Northwest corner of said Lot 13;

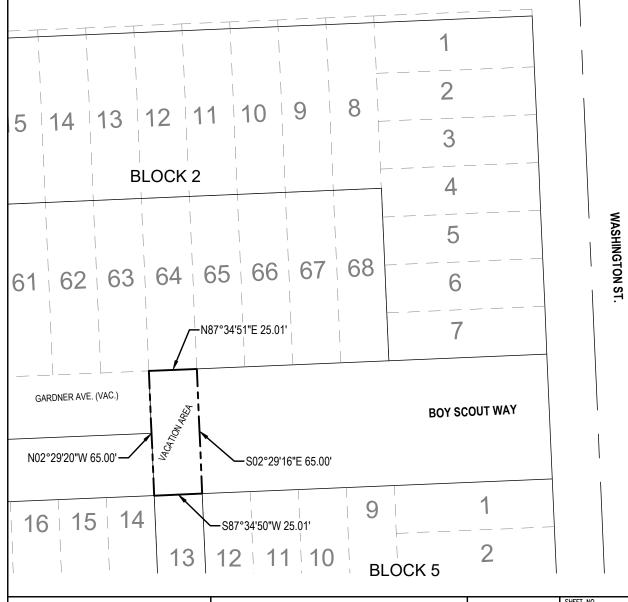
Thence leaving said North line, North 02°29'20" West a distance of 65.00 feet to the Southwest corner of Lot 64 in said Block 2 on the North right of way line of said Boy Scout Way;

Thence on the South line of said Block 2, North 87°34'51" East a distance of 25.01 feet to the Southeast corner of said Lot 64;

Thence leaving said South line, South 02°29'16" East a distance of 65.00 feet to the **Point of Beginning**.



# 



COFI	 _	_	
10 N. Post Street, Suite 500 Spokane, WA 99201			

ph 509.328.2994 www.coffman.com

PROJECT: STREET VACATION	BY:	KCM	SHEET NO.
LOCATION: BOY SCOUT WAY	DATE:	03/25/2022	1 OF 1
CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT	CHECKED:	DJA	JOB NO.
	DATE:	03/25/2022	212778

#### **Boy Scout Way Emergency Vehicle Easement**

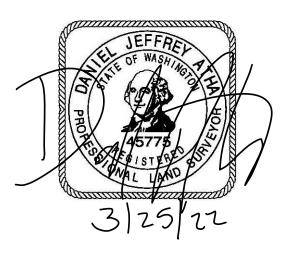
A 24.00 foot easement in Block 2 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington, the centerline of said 24.00 foot easement is more particularly described as follows:

**Commencing** at the Southwest corner of Lot 65 in said Block 2 on the North right of way line of Boy Scout Way; Thence on the South line of said Block 2, North 87°34'50" East a distance of 34.54 feet to the **Point of Beginning**;

Thence leaving said South line, North 2°32'24" West a distance of 77.59 feet;

Thence North 12°26'20" East a distance of 38.00 feet;

Thence North 2°32′24" West a distance of 61.97 feet to the South right of way line of Boone Avenue and also being the **Terminus** of this centerline description



### SPOKANE PUBLIC FACILITIES DISTRICT

"BOY SCOUT WAY - EMERGENCY VEHICLE EASEMENT"



SCALE: 1"=50'

	_		BOONE AVE.	
	<del>  </del>	N2°32'24"W 61.97	EASEMENT 1 AREA 2	
5	   <b>14</b>	13   12   1 N12°26'20"E 38.0 BLOCK 2	0'-1/10  9   8   3	
61	62			WASHINGTON ST.
G	SARDNER AVE	. (VAC.)	N87°34'50"E 34.54'  BOY SCOUT WAY	
116	6   15	5   14   13	12   11   10   9   1   2   BLOCK 5	SHEET NO.

COFFMA	
10 N. Post Street, Suite 500	

ph 509.328.2994 www.coffman.com

PROJECT: EMERGENCY VEHICLE EASEMENT	BY:	KCM	SHEET NO.
LOCATION: BOY SCOUT WAY	DATE:	03/25/2022	1 OF 1
CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT	CHECKED:	DJA	JOB NO.
	DATE:	03/25/2022	212778

#### **Boy Scout Way Construction Easement**

A portion of Gardner Ave. (now Boy Scout Way) lying between Blocks 2 and 5 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington and being more particularly described as follows:

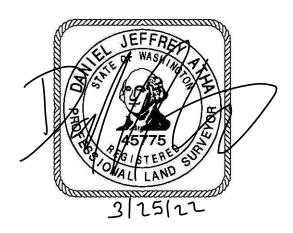
**Beginning** at the Northeast corner of Lot 13 in said Block 5 on the South right of way line of said Boy Scout Way;

Thence North 02°25'10" West a distance of 65.00 feet to the Southwest corner of Lot 65 in said Block 2 on the North right of way line of said Boy Scout Way;

Thence on the South line of said Block 2, North 87°34'50" East a distance of 17.20 feet;

Thence leaving said South line, South 02°55'46" East a distance of 65.00 feet to said North line of Block 5 on the South right of way line of said Boy Scout Way;

Thence on said North line of Block 5, South 87°34'50" West a distance of 17.78 feet to the **Point of Beginning**.

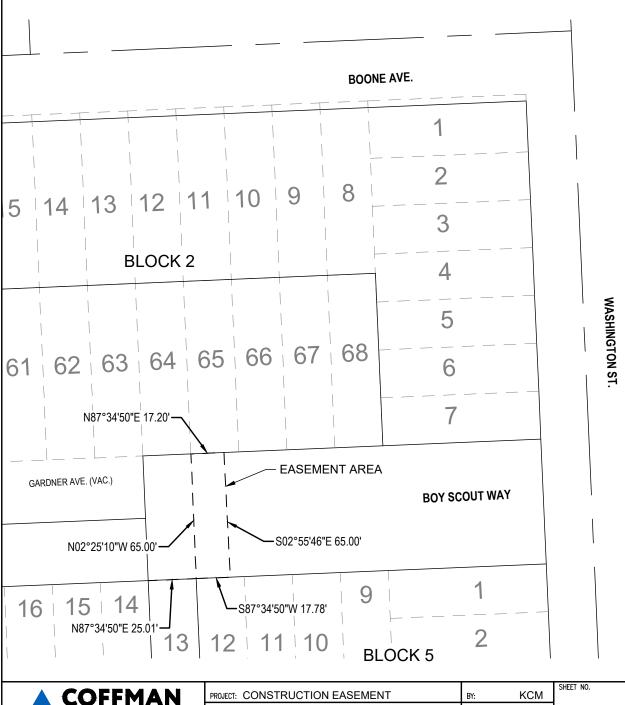


# SPOKANE PUBLIC FACILITIES DISTRICT

"BOY SCOUT WAY - CONSTRUCTION EASEMENT"



SCALE: 1"=50'



<b>COFFMAN</b> ENGINEERS
10 N. Post Street, Suite 500
10 N. Post Street, Suite 500 Spokane, WA 99201

ph 509.328.2994 www.coffman.com

PROJECT: CONSTRUCTION EASEMENT	BY:	KCM	SHEET NO.
LOCATION: BOY SCOUT WAY	DATE:	03/25/2022	1 OF 1
CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT	CHECKED	: DJA	JOB NO.
	DATE:	03/25/2022	212778



# Vacating Streets, Alleys and Other Public Right-of-Ways



For both residential and commercial property owners, vacating an unused or unneeded street, alley or other public right-of-way can be a valuable option. If your property is adjacent to an unused street, you might consider a street vacation.

The below list of required items can be submitted in person on the 3rd floor of City Hall or can be mailed to the address listed at the bottom of this page.

(Applications must be for the entire block. Appropriate justification must be submitted with this application in order to deviate from this standard.)

#### 

The vacation application must be filled out and signed by the adjacent land owners.

#### ☐ Application Fee

The application fee for a right-of-way vacation is \$400.00.

#### Site Plan ■ Site Plan ■

A dimensioned site plan showing the conceptual layout of the vacated right-of-way after it has been vacated and developed. If the right-of-way is to remain the same after being vacated please indicate this on the site plan. If the vacation area abuts other right-of-ways, the site plan must show how the vacated right-of-way will be closed and how it will interact with the remaining right-of-way.

#### Written Narrative

A written narrative describing the purpose or reason for the proposed right-of-way vacation, a description of what is proposed for the vacated area, and a description of how the vacation is a benefit to the public.

#### Responses to the Below Questions

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain nobuild easements in the final vacation ordinace for the purveyors.

#### **Development Services Center**

808 W. Spokane Falls Blvd, Spokane, WA 99201-3336 my. SpokaneCity.org • Phone: 509.625.6300 • Fax: 509.625.6822

#### 1. The Application

An application requesting the vacation of a street, alley or other public right-of-way should be filed with the City of Spokane, Development Services Center on the Third Floor of City Hall (see application on back). The Development Services Center may be contacted at (509) 625-6300.

The application must be signed by the property owners representing at least 66 2/3% of the frontage bordering the right-of-way to be vacated. However, we recommend that you obtain 100% of the bordering property owners' signatures.

When the application is filed, a non-refundable fee of \$400.00 must also be paid to the City of Spokane.

#### 2. Proposal Review

When the application is filed, the Development Services Center will review the vacation proposal and verify ownership. Copies of the application will be sent to all concerned City departments and private utilities requesting comments.

#### 3. Public Hearing

After all comments are received and reviewed the Spokane City Council will set a date for a public hearing on the vacation request and notify property owners by mail. The applicant will need to post notices on the site of the proposed vacation.

Prior to the hearing, the Development Services Center will make a recommendation as to the vacation's feasibility to the City Council. The recommendation will include the specific requirements of the vacation, such as drainage, street closure and necessary easements.

The property owner is responsible for paying for the expense of closing the right- of-way. The cost may include removal and replacement of concrete, asphalt, and other items.

#### 4. Payment for Land

Payment for vacated land falls into two categories: for right-of-way that was dedicated less than 25 years ago, the City of Spokane charges one-half the assessed value; for right-of-way that was dedicated more than 25 years ago, the full assessed value will be charged. The value will be based on the unimproved land value of the adjoining property(s), as determined by the Spokane County Assessor's Office.

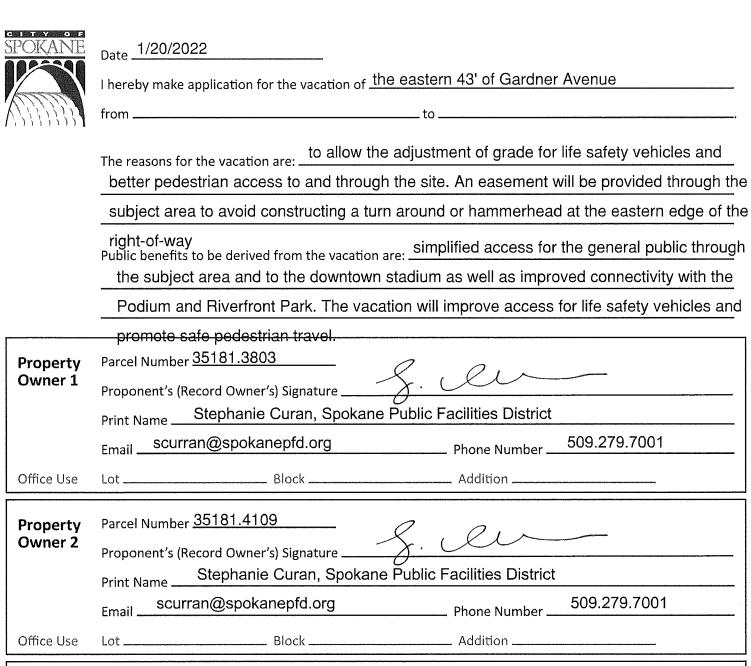
#### 5. City Council Action

If the City Council approves the vacation application at the public hearing, the Development Services Center will submit an ordinance to the Council for approval which outlines the terms and conditions of the vacation. The ordinance may retain easements for the construction, repair, and maintenance of public and private utilities and services.

When the applicant completes all conditions, final reading of the ordinance will be made.

The City does not determine ownership of the vacated area. It is determined by the original platting of the right-of-way. Typically this would mean that the property would go one-half to the adjoining properties on each side of the vacated area.

This process will take three to six months, possibly more, depending on the circumstances.



# Property Owner 3 Parcel Number 35181.4127 Proponent's (Record Owner's) Signature Print Name Stephanie Curan, Spokane Public Facilities District Email scurran@spokanepfd.org Phone Number 509.279.7001 Office Use Lot Block Addition

Property	Parcel Number <u>35181.4129</u>		
Owner 4	Proponent's (Record Owner's) Signature	<u> </u>	
	Print Name Chris Wolf, Spokane Civic Theater		
	Emailchris.wolf@fib.com	_ Phone Number _	509.944.4824
Office Use	Lot Block	Addition	The second secon

#### Gardner Avenue Vacation

A portion of Gardner Ave. lying between Blocks 2 and 5 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington and being more particularly described as follows:

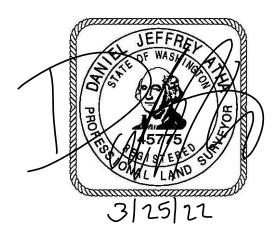
**Beginning** at the Northeast corner of Lot 31 in said Block 5 on the South right of way line of said Gardner Avenue;

Thence on the North line of said Block 5; South 87°34'50" West a distance of 43.00 feet;

Thence leaving said North line, North 02°25′10″ West a distance of 65.00 feet to the South line of said Block 2 on the North right of way line of said Gardner Avenue;

Thence on the South line of said Block 2, North 87°34'50" East a distance of 42.90 feet to the Southwest corner of Lot 47;

Thence leaving said South line, South 02°30'30" East a distance of 65.00 feet to the **Point of Beginning**.



# SPOKANE PUBLIC FACILITIES DISTRICT

"GARDNER AVE - STREET VACATION"



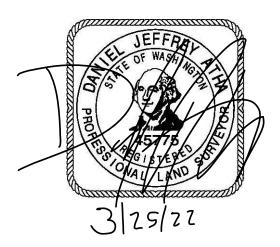
							S	CALE:	1"=50	)'
	BOONE AVE	i.								
										<del>-</del>
	35				 					
	36		34	4 33	32	31	30	29	28	2
	37						DCK 2			
	38			42   43						+
<u> </u>	39		1.0		1	1	1 46	1	48	3
HOWARD ST.	40		42   		44	40   				
포	41						J-N8	37°34'50"E	42.90'	
						1	W.	GARI	oner ave. (\	/AC.)
	GARDNER A	VE.	N02	°25'10"W 6	65.00'—		yes ill held		S02°30'30'	"E
	36	5	3	5 3 <sub>4</sub>	4 3 LOCK	3   3	2 3	1 3 687°34'50"	_	9
10 N. Post Street, S Spokane, WA 9920	1	PROJECT: STRE LOCATION: GARD CLIENT: SPOK	ET VACA	ΓΙΟΝ			BY:	KCM 25/2022	SHEET NO.  1 OF JOB NO.	1
ph 509.328.2994 www.coffman.com							DATE: 03/	25/2022	2127	78

#### **Gardner Ave. Emergency Vehicle Easement**

A 24.00 foot easement in Block 2 in Keystone Addition as recorded in Volume "A" at page 16 in the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, State of Washington, the centerline of said 24.00 foot easement is more particularly described as follows:

**Commencing** at the Southwest corner of Lot 47 in said Block 2 on the North right of way line of Gardner Avenue; Thence on the South line of said Block 2, South 87°34'50" West a distance of 77.55 feet to the **Point of Beginning**;

Thence leaving said South line, North 2°21'35" West a distance of 178.38 feet to the South right of way line of Boone Avenue and also being the **Terminus** of this centerline description



# SPOKANE PUBLIC FACILITIES DISTRICT

"GARDNER AVE - EMERGENCY VEHICLE EASEMENT"



					SCALE:	1"=50'
-	BOONE AVE					
	35			EASEME	   NT AREA	    
	36	34	33 32	31 30	29	28 2
	37			BLOCK	2	
	38		N2°21'35"W			
) . TS	39	4:		45 4	46 47	48
HOWARD ST.	40	4	43  #-	12.00'		
	41	12	2.00'		<u> </u>	
			` <del>-</del> \$8	7°34'50"W 77.5	GARD	NER AVE. (VAC.)
	GARDNER A	/E.				
	36	6	35   34   33 BLOCK 5	3 32	31 30	0 29
<u> </u>	OFFMAN	PROJECT: EMERGENC	Y VEHICLE EASEMENT	Г ВҮ:	KCM	SHEET NO.
E N	IGINEERS	LOCATION: GARDNER A		DATE:		1 OF 1
Spokane, WA 9920 ph 509.328.299	01 4	CLIENT: SPOKANE P	UBLIC FACILITIES DIS		o: DJA	
www.coffman.com	"			DATE:	03/25/2022	212778