

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. 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 January 23, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of January 23, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2482 563 1528; password: 0320

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

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, January 23, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.

- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 23, 2023

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

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 Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

| | | |
|---|---------|---------------|
| Salary Review Commission: One Appointment | Confirm | CPR 2007-0040 |
| Spokane Housing Authority Board: One Appointment | Confirm | CPR 1981-0487 |
| Spokane Historic Landmarks Commission – Contractor: One Appointment | Confirm | CPR 1981-0122 |
| Spokane Historic Landmarks Commission – At Large Position: One Appointment | Confirm | CPR 1981-0122 |
| Spokane Public Library Board: Two Appointments | Confirm | CPR 1981-0400 |

ADMINISTRATIVE REPORT

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|----------------|--------------------------------------|
| <p>1. Interagency Agreement between the Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission regarding reimbursement to SPD for various costs of holding and conducting three Basic Law Enforcement Academies per year—\$825,000 estimated revenue. (Council Sponsors: Council Members Kinnear and Stratton) Jacqui MacConnell</p> | <p>Approve</p> | <p>OPR 2023-0031</p> |
| <p>2. Low Bid of Inland Asphalt Company (Spokane Valley, WA) for the 2022 Residential Grind and Overlay project—\$1,690,000 (plus tax). A 10% administrative reserve of \$169,000 (plus tax), will be set aside. (Various neighborhoods) (Council Sponsor: Council Member Kinnear) Dan Buller</p> | <p>Approve</p> | <p>OPR 2023-0032 ENG 2022044</p> |
| <p>3. Contract Amendment with SHI International Corporation (Somerset, NJ) for final payment for Microsoft 0365 Licensing which was purchased utilizing Sourcewell Contract No. 081419-SHI—\$172,344.85 (incl. tax). (Council Sponsor: Council Member Cathcart) Michael Sloon</p> | <p>Approve</p> | <p>OPR 2020-0888</p> |

- 4. **Second Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement with Spokane County clarifying that Beacon Hill sub-area improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer. (Council Sponsors: Council Members Cathcart and Bingle)**
Teri Stripes Approve OPR 2013-0548

- 5. **Final Contract Extension with the East Spokane Business Association for management of the East Sprague business improvement district from January 1, 2023, through December 31, 2026. (Council Sponsors: Council Members Wilkerson and Kinnear)**
Amanda Beck Approve OPR 2017-0640

- 6. **Grant Award from the Smith-Barbieri Progressive Fund to be utilized in Community Court and Veteran’s Court to purchase bus passes and basic needs for the court participants—\$13,000 revenue. (Relates to Special Budget Ordinance C36350) (Council Sponsors: Council President Beggs and Council Member Wilkerson)**
Sarah Thompson Approve & Authorize Contract OPR 2023-0034

- 7. **Interagency Agreement between Spokane Municipal Court and the Washington Traffic Safety Commission to provide grant funding from the U.S. Department of Transportation National Highway Traffic Safety Administration for drug and alcohol testing for DUI Court participants from October 1, 2022, through September 30, 2023—\$50,000 revenue. (Relates to Special Budget Ordinance C36351) (Council Sponsors: Council President Beggs and Council Member Wilkerson)**
Howard Delaney Approve OPR 2023-0035

- 8. **Grant Agreements between Spokane Municipal Court and the Washington State Administrative Office of the Courts in support of a Domestic Violence Intervention Therapeutic Court (DVITC), to be developed and launched in the first quarter of 2023, from July 1, 2022, through June 30, 2023 for:**
 - a. **Treatment services for those with substance abuse disorders or other behavioral needs (Agreement No. GRT23999)—\$421,018 revenue.** OPR 2023-0036

 - b. **Additional community justice counselors (Agreement No. IAA23976)—\$293,800 revenue. (Relate to Special Budget Ordinance C36352) (Council Sponsors: Council President Beggs and Council Member Wilkerson)** **Howard Delaney** OPR 2023-0037

- 9. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - c. Payroll claims of previously approved obligations through _____, 2023: \$_____.
- 10. City Council Meeting Minutes: _____, 2023.

Approve & Authorize Payments CPR 2023-0002
 CPR 2023-0002
 CPR 2023-0003
 Approve All CPR 2023-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36350 Miscellaneous Grants Fund
 - 1) Increase revenue by \$13,000.
 - A) Of the increased revenue, \$13,000 is provided by the Smith-Barbieri Progressive Fund for both the Veterans and Community Courts.
 - 2) Increase appropriation by \$13,000.
 - A) Of the increased appropriation, \$1,600 is provided solely for travel to assist court participants' participation.
 - B) Of the increased appropriation, \$11,400 is provided solely for procurement of basic needs.

(This action arises from the need to accept the Smith-Barbieri Progressive Fund court grants.) (Relates to Consent Agenda Item No. 6)

(Council Sponsors: Council President Beggs and Council Member Zappone)

Sarah Thompson

ORD C36351

Miscellaneous Grants Fund

1) Increase revenue by \$50,000.

A) Of the increased revenue, \$50,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.

2) Increase appropriation by \$50,000.

A) Of the increased appropriation, \$50,000 is provided solely for procurement of drug tests.

(This action arises from the need to accept the Washington Traffic Safety Commission’s DUI court grant.) (Relates to Consent Agenda Item No. 7) (Council Sponsors: President Beggs and Council Member Wilkerson)

Sarah Thompson

ORD C36352

Miscellaneous Grants Fund

1) Increase revenue by \$714,818.

A) Of the increased revenue, \$714,818 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Therapeutic Court.

2) Increase appropriation by \$714,818.

A) Of the increased appropriation, \$290,018 is provided solely for personnel salaries and benefits.

B) Of the increased appropriation, \$18,000 is provided solely for staff equipment and training.

C) Of the increased appropriation, \$345,000 is provided solely for treatment services and compliance monitoring.

D) Of the increased appropriation, \$61,800 is provided solely for other participant services.

(This action arises from the need to accept the Administrative Office of the Courts DVITC grant.) (Relates to Consent Agenda Item Nos. 8.a. and 8.b.) (Council Sponsors: President Beggs and Council Member Wilkerson)

Howard Delaney

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0097

Affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend. (Deferred from December 5, 2022, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)

Council Member Bingle

RES 2023-0006 **Appointing Patrick Striker as the Director of Neighborhood Services.**
(Council Sponsors: Council Members Stratton and Kinnear)
Johnnie Perkins

Request motion to accept substitute version of the following (ORD C36330):

ORD C36330 **Establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139, 08.01.160, 08.01.195 and 08.02.0206 of the Spokane Municipal Code. (Deferred from December 5, 2022) (Council Sponsors: Council President Beggs and Council Member Stratton)**
Council President Beggs

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for January 23, 2023
(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 <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The January 23, 2023, Regular Legislative Session of the City Council is adjourned to January 30, 2023.

NOTE: The January 30, 2023, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods: Grandview/Thorpe, Latah/Hangman Valley, Peaceful Valley, and West Hills. All Town Hall Sessions in 2023 will be held in City Council Chambers at City Hall.

NOTES



Agenda Sheet for City Council Meeting of:
01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/5/2023 |
| Clerk's File # | CPR 2007-0040 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | JESSICA KIRK 5097206262 |
| Contact E-Mail | JKIRK@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 APPOINTMENT TO SALARY REVIEW COMMISSION |

Agenda Wording
Carl Reed Jessen 0520 Appointment to Salary Review Commission term: 1/1/2023-12/31/2026 4 year

Summary (Background)
Carl Reed Jessen 0520 Appointment to Salary Review Commission term: 1/1/2023-12/31/2026 4 year

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

| | | | |
|-----------------------------|-----------------|------------------------------|--|
| Approvals | | Council Notifications | |
| Dept Head | KIRK, JESSICA | Study Session\Other | |
| Division Director | | Council Sponsor | |
| Finance | | Distribution List | |
| Legal | | jkirk@spokanecity.org | |
| For the Mayor | ORMSBY, MICHAEL | mpiccolo@spokanecity.org | |
| Additional Approvals | | | |
| Purchasing | | | |
| | | | |
| | | | |



Agenda Sheet for City Council Meeting of:

01/09/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 12/8/2022 |
| Clerk's File # | CPR 1981-0487 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | MAYOR |
| Contact Name/Phone | JESSICA KIRK 5097206262 |
| Contact E-Mail | JKIRK@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 APPOINTMENT TO SPOKANE HOUSING AUTHORITY BOARD |

Agenda Wording
 Marcus Kelsey Appointment to Spokane Housing Authority Board term: 5 year 1/1/2023 - 12/31/2027

Summary (Background)
 Marcus Kelsey Appointment to Spokane Housing Authority Board term: 5 year 1/1/2023 - 12/31/2027

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

| | | | |
|-----------------------------|-----------------|------------------------------|--|
| Approvals | | Council Notifications | |
| Dept Head | KIRK, JESSICA | Study Session\Other | |
| Division Director | | Council Sponsor | |
| Finance | | Distribution List | |
| Legal | | jkirk@spokanecity.org | |
| For the Mayor | ORMSBY, MICHAEL | pparr@spokanehousing.org | |
| Additional Approvals | | | |
| Purchasing | | | |
| | | | |
| | | | |

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

01/09/2023

Date Rec'd

12/8/2022

Clerk's File #

CPR 1981-0122

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

JESSICA KIRK 5097206262

Project #**Contact E-Mail**

JKIRK@SPOKANECITY.ORG

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

0520 APPOINTMENT TO SPOKANE HISTORIC LANDMARKS COMMISSION

Agenda WordingJ. Thomas Sawyer Appointment Spokane Historic Landmarks Commission - Contractor term: 4 year
1/1/2023-12/31/2026**Summary (Background)**J. Thomas Sawyer Appointment Spokane Historic Landmarks Commission - Contractor term: 4 year
1/1/2023-12/31/2026

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KIRK, JESSICA

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

jkirk@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mduvall@spokanecity.org

Additional Approvals**Purchasing**

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

01/23/2023

Date Rec'd

12/29/2022

Clerk's File #

CPR 1981-0122

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

JESSICA KIRK 5097206262

Project #**Contact E-Mail**

JKIRK@SPOKANECITY.ORG

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

0520 APPOINTMENT TO SPOKANE HISTORIC LANDMARKS COMMISSION

Agenda Wording

Elizabeth Geneva Wood 0520 Appointment to Spokane Historic Landmarks Commission - at large position term: 1/1/2023-12/31/2025

Summary (Background)

Elizabeth Geneva Wood 0520 Appointment to Spokane Historic Landmarks Commission - at large position term: 1/1/2023-12/31/2025

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KIRK, JESSICA

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

jkirk@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mduvall@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 12/21/2022 |
| Clerk's File # | CPR 1981-0400 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | JESSICA KIRK 5097206262 |
| Contact E-Mail | JKIRK@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 APPOINTMENT TO SPOKANE PUBLIC LIBRARY BOARD |

Agenda Wording
Shelby Lambdin 0520 Appointment to Spokane Public Library Board term: 1/1/2023-3/31/2026

Summary (Background)
Shelby Lambdin 0520 Appointment to Spokane Public Library Board term: 1/1/2023-3/31/2026

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

| | | | |
|-----------------------------|---------------|------------------------------|--|
| Approvals | | Council Notifications | |
| Dept Head | KIRK, JESSICA | Study Session\Other | |
| Division Director | | Council Sponsor | |
| Finance | | Distribution List | |
| Legal | | jkirk@spokanecity.org | |
| For the Mayor | KIRK, JESSICA | achanse@spokanecity.org | |
| Additional Approvals | | | |
| Purchasing | | | |
| | | | |
| | | | |

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

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/5/2023 |
| Clerk's File # | CPR 1981-0400 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | JESSICA KIRK 5097206262 |
| Contact E-Mail | JKIRK@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 APPOINTMENT TO SPOKANE PUBLIC LIBRARY BOARD |

Agenda Wording

Danielle DeJaegher 0520 Appointment to Spokane Public Library Board term: 4/1/2023-3/31/2028

Summary (Background)

Danielle DeJaegher 0520 Appointment to Spokane Public Library Board term: 4/1/2023-3/31/202

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact **Budget Account**

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

Approvals**Dept Head** STRATTON, JESSICA**Division Director****Finance****Legal****For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****Council Notifications****Study Session\Other****Council Sponsor****Distribution List**

jkirk@spokanecity.org

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

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 12/21/2022 |
| Clerk's File # | OPR 2023-0031 |
| Renews # | |
| Cross Ref # | OPR 2019-0028 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|-------------------------------|
| Submitting Dept | POLICE |
| Contact Name/Phone | JACQUI 625-4109 MACCONNELL |
| Contact E-Mail | JMACCONNELL@SPOKANEPOLICE.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 0680 - FY23-24 BLEA AGREEMENT |

Agenda Wording

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

Summary (Background)

WSCJTC shall reimburse SPD for various costs of holding and conducting (3) Basic Law Enforcement Academy's per year. SPD provides a sergeant, two officers, instructors, and the facilities needed to hold each academy. Period of performance January 1, 2023 through December 31, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 825,000 (Est.)

Select \$

Select \$

Select \$

Budget Account

0680-11710-99999-34210-99999

#

#

#

Approvals**Dept Head** HAMMOND, JENNIFER**Division Director** HAMMOND, JENNIFER**Finance** SCHMITT, KEVIN**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** UE 12/12/22**Council Sponsor** Councilmember
Kinnear/Stratton**Distribution List**

jmacconnell@spokanepolice.org

jhammond

spdfinance

dladams@spokanepolice.org



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.state.wa.us

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

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

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

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

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

A. Duties of WSCJTC:

- 1) **Management and Oversight** – Services performed under the terms of this agreement shall be under the direct command and control of the WSCJTC BLEA Commander or designee and shall ensure that the duties of this Agreement will be performed in a manner consistent with WSCJTC policies and regulations, applicable state and local laws, and the Constitution of the State of Washington and the United States. Washington State Basic Law Enforcement Academy (BLEA) will be hosted at the SPD Regional Training Campus.
- 2) **Appointment of a BLEA Assistant Commander** – WSCJTC shall accomplish this management and oversight through a BLEA Assistant Commander that WSCJTC selects and appoints. The BLEA Assistant Commander must be Criminal Justice Training Commission approved by WSCJTC. The work described herein shall be performed in coordination with WSCJTC BLEA Commander or their designee. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

a) Payment for BLEA Assistant Commander

WSCJTC shall reimburse SPD the full annual salary of the SPD sergeant appointed to the position of BLEA Assistant Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Assistant Commander. The WSCJTC will reimburse overtime for the time spent for the Basic Law Enforcement Academy, the Equivalency Academy, and/or any CJTC-related training. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

3) Payment for TAC Officers

WSCJTC shall reimburse SPD the full annual salary of two (2) SPD officers appointed to the positions of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of those persons' service to WSCJTC as TAC Officer. The WSCJTC will reimburse overtime for the time spent for the Basic Law Enforcement Academy, the Equivalency Academy, and/or any CJTC-related training. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

WSCJTC shall also provide one (1) Assistant TAC Officer, selected from another agency.

4) Payment for SPD Facility Usage

WSCJTC shall reimburse SPD \$8338 per BLEA session for the use of SPD facilities as set forth in section (B). Unlimited use of the SPD gun range shall be reimbursed at \$5,000 per BLEA session. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

WSCJTC may reimburse SPD up to \$75,000 per calendar year for maintenance and repair of SPD buildings and facilities. All reimbursement requests must be submitted in writing for prior authorization by WSCJTC. The WSCJTC will provide written response to the request and identify the amount the WSCJTC agrees to provide for the requested project.

5) Payment for Instructor Training

WSCJTC shall reimburse SPD up to a total of \$15,000 per calendar year for training, travel expenses and overtime costs to ensure a sufficient cadre of WSCJTC certified trained instructors for each BLEA session. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

6) Provision of Materials, Services and Supplies

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

7) Operations

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

8) Health and Safety

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

9) First Right of Refusal for (10) SPD Recruits

WSCJTC agrees to grant first right of refusal to the Spokane Police Department to use up to ten (10) slots in each Spokane BLEA. WSCJTC will allow three (3) slots for use of the SPD facility, three (3) slots for an Assistant Commander, and two (2) slots for each TAC Officer. If Spokane Police Department is unable to provide an Assistant Commander or two (2) TAC officers, WSCJTC has the right to reconsider whether all ten (10) slots will continue to be granted.

10) Maximum Capacity of each Spokane BLEA

WSCJTC shall implement a maximum capacity of each Spokane BLEA of thirty (30) students.

B. Duties of SPD:

1. Number of BLEA Classes in Spokane

SPD will provide three (3) BLEA classes during the 2023 calendar year. At the end of 2023, SPD and WSCJTC will evaluate the ability of SPD to continue providing three (3) classes per calendar year.

2. Provide the BLEA Assistant Commander

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

a) Administrative Duties of BLEA Assistant Commander

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

1. Manage and supervise TAC Staff and all instructors taking part in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
2. Assist WSCJTC in the vetting and hiring process of contracted "A19" personnel.
3. Liaison with SPD staff (i.e., Academy Lt., Sgt, full-time staff, etc.)
4. Manage and oversee budget.
5. Manage and oversee equipment and Inventory of purchase(s).

b) Instruction Responsibilities of BLEA Assistant Commander

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

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

3. Provide (2) TAC Officers

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

a) Instruction Responsibilities

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

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

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

4. SPD to Provide Facilities

SPD will provide the necessary facilities to successfully conduct each BLEA. Such facilities include, but are not limited to:

1. Office Space for a full-time WSCJTC BLEA Assistant Commander. This will include, but not limited to:
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
2. Office Space for 3 full-time TAC Officers
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
3. Classroom space
4. Gym and locker rooms
5. Gun range

5. SPD to Provide EVOC Training

SPD will conduct Emergency Vehicle Operation Course (EVOC) training under the direct command and control of WSCJTC and shall make necessary equipment and instructional resources available for such purpose.

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$75.00 per hour not to exceed \$3575 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length.. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of an invoice to the Commission.
- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Assistant Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 6b.
- e. SPD shall affect necessary replacement or repair in the most economical and available manner.

6. SPD to Provide Part-Time Instructors.

WSCJTC will reimburse SPD from a single invoice at the conclusion of each BLEA session for the payment of part-time instructors, which are SPD employees. SPD will bill WSCJTC at the conclusion of each BLEA for instructor time. This fee shall be based upon the following rate schedule:

- \$65/hour for Firearms instructors
- \$60/hour for Patrol Tactics-Basic and Cross Disciplined instructors
- \$55/hour for All Skills Based instructors (EVOC & C/DT) and DT Suit actors, *except Firearms*; and,
- \$50/hour for One Discipline Classroom instructors, Mock Scene actors, and Evaluators/Raters.

The hourly rate assigned to each instructor will be based on the WSCJTC Tier Progression rate schedule, and the assignments will be submitted to the WSCJTC Basic Training Division Commander in Burien for approval. SPD will bill WSCJTC up to \$1100 for ancillary costs related to SPD's part-time instructors.

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

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

1. Instructor Name
2. Subject taught (Control/Defensive Tactics, Patrol Beat Mocks, Firearms, and Wet Lab etc.)
3. Hours worked
4. Dollar amount
5. BLEA Session Number

C. Additional TAC Staff

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

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for January 1, 2023— December 31, 2024 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

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

IV. BILLING PROCEDURES

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

All invoices shall be submitted to:

WSCJTC
Attn: Brian Elliott, Fiscal Manager
3060 Willamette Drive
Lacey, WA 98516-6267

Email: brian.elliott@cjtc.wa.gov

V. RECORDS MAINTENANCE

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

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

VI. RIGHTS IN DATA

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

VII. INDEPENDENT CAPACITY

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

VIII. MODIFICATION

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

IX. TERMINATION

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

X. TERMINATION FOR CAUSE

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

XI. DISPUTES

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

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

XII. GOVERNANCE

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

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

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

XIII. ASSIGNMENT

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

XIV. WAIVER

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

XVII. CONTRACT ADMINISTRATION

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

The Interagency Administrator for WSCJTC is:

Name: Brian Elliott
Title: Fiscal Manager
Address: 3060 Willamette Drive, Lacey, WA 98516-6267
Telephone: (360) 281-9346
Email: brian.elliott@cjtc.wa.gov

The Interagency Administrator for SPD is:

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

XVIII. SIGNATURES

X Monica Alexander

Monica Alexander
Executive Director

X

Nadine Woodward
Mayor

X

Craig Meidl
Spokane Police Chief

Approved as to form:

Attest:

X

Lynden Smithson
Interim City Attorney

X

Terri Pfister
City Clerk

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|--|
| Submitting Department | Police |
| Contact Name & Phone | Jacqui MacConnell 625-4109 |
| Contact Email | jmacconnell@spokanepolice.org |
| Council Sponsor(s) | CM Kinnear and CM Stratton |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 2023-24 Interagency Agreement with Washington State Criminal Justice Commission (WSCJTC) |
| Summary (Background) | <p>The Spokane Police Department (SPD) contracts with WSCJTC to provide Basic Law Enforcement Academy (BLEA) sessions for law enforcement agencies in Eastern Washington. SPD provides a Sergeant, two Officers, and the facilities for these academies; WSCJTC reimburses the personnel costs, facility costs, and training for instructors. This agreement is a continuation of this partnership and covers January 1, 2023 to December 31, 2024. The agreement allows for 3 BLEA sessions per calendar year and a total of 10 training slots for the Spokane Police Department recruits in each session. The estimated revenue/costs for each session is approximately \$275,000 per BLEA session, and an approximate \$825,000 per calendar year. The revenue/costs for the entire two-year agreement will be approximately \$1,650,000.</p> |
| Proposed Council Action & Date: | Approval of 2 year agreement. Advanced Agenda Council Briefing on December 19, 2022 and Approval on January 9, 2023. |
| Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating to offset expenditures | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

SPD's Director of Strategic Initiatives keeps demographic information on SPD applicants and BLEA graduates.

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 agreement provides 10 slots in each Basic Law Enforcement Academy session to train SPD applicants and fill vacancies.

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

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/11/2023 |
| Clerk's File # | OPR 2023-0032 |
| Renews # | |
| Cross Ref # | |
| Project # | 2022044 |
| Bid # | |
| Requisition # | CR 24253 |

| | |
|---------------------------|--|
| Submitting Dept | ENGINEERING SERVICES |
| Contact Name/Phone | DAN BULLER 6391 |
| Contact E-Mail | DBULLER@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 0370-LOW BID AWARD-2022 RESIDENTIAL GRIND & OVERLAY(2022044) INLAND ASPHALT |

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for the 2022 Residential Grind and Overlay in the amount of \$1,690,000.00 plus tax. A 10% administrative reserve of \$169,000.00 plus tax, will be set aside. (Various neighborhoods)

Summary (Background)

On December 12, 2022 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$1,690,000.00 which is \$229,191.00 or 12% under the Engineer's Estimate; three other bids were received as follows: Shamrock Paving, Inc. - \$1,732,732.00, Inland Infrastructure, LLC - \$1,899,339.00, and Poe Asphalt Paving Inc. - \$2,343,526.45.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,691,471.12

Expense \$ 89,034.87

Expense \$ 78,494.01

Select \$

Budget Account

1990 49873 42800 54201 99999

4310 43387 94350 56501 99999

4100 42490 94340 56501 99999

#

Approvals**Dept Head** BULLER, DAN**Division Director** FEIST, MARLENE**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** PIES 5/23/22/UE 1/9/23**Council Sponsor** CM Kinnear**Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

pyoung@spokanecity.org

ddaniels@spokanecity.org

kgoodman@spokanecity.org

jared.boucher@inlandnw.com (signee)

Committee Agenda Sheet

Urban Experience

| | |
|--|--|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email & Phone | dbuller@spokanecity.org , 625-6391 |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | 2022 Residential Grind & Overlay |
| Summary (Background) | <ul style="list-style-type: none"> • The project shown on the attached pages is the annual residential grind and overlay project funded by the transportation benefit district. • Curb ramps will also be upgraded. • Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. • Residents will have access to their homes during construction which will occur in the 2022 construction season. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source X One-time <input type="checkbox"/> Recurring | |
| Specify funding source: project funds (generally street or utility funds) | |
| Expense Occurrence X One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

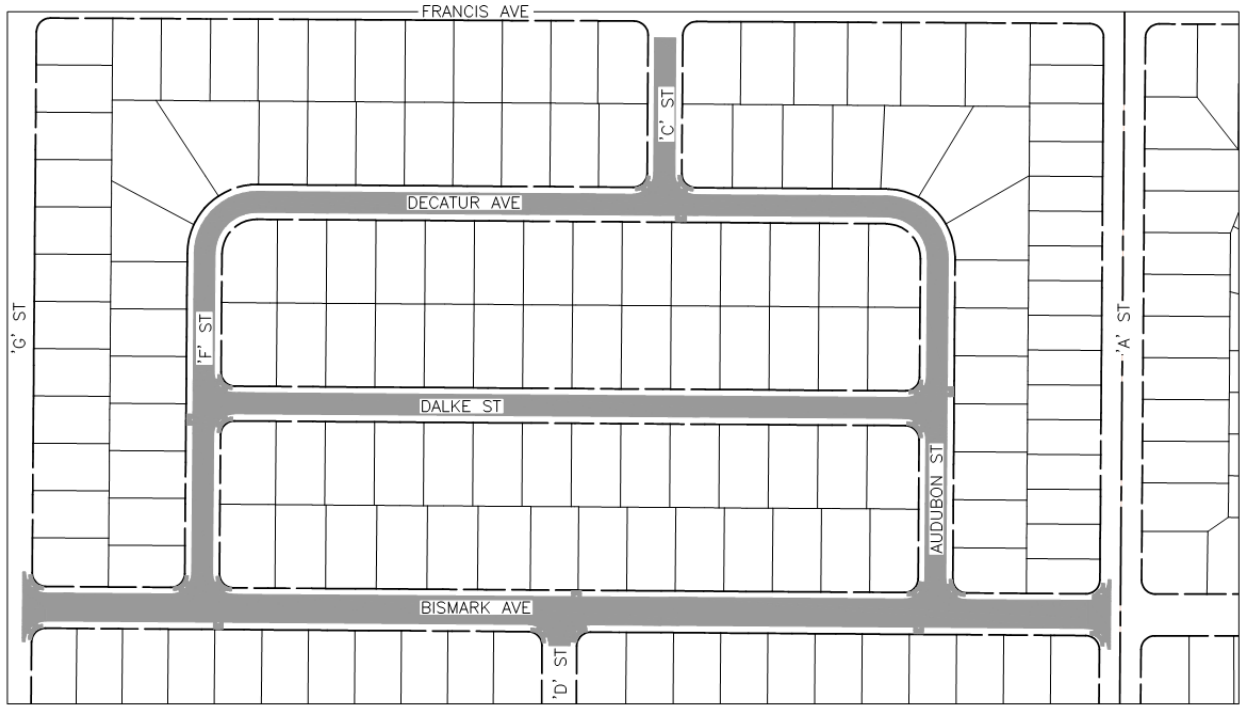
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

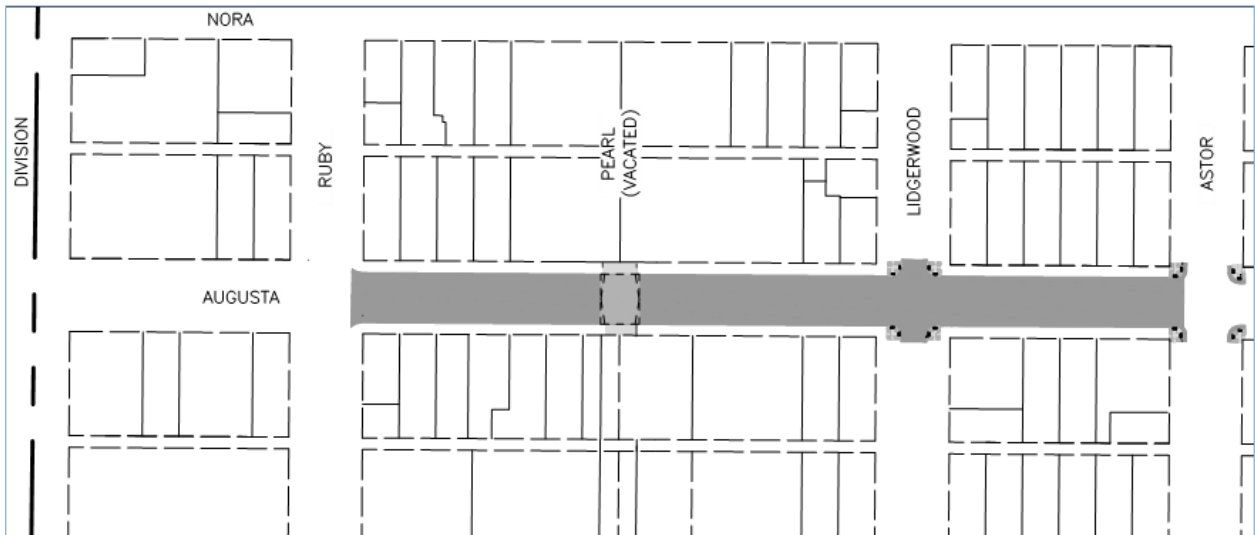
The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location

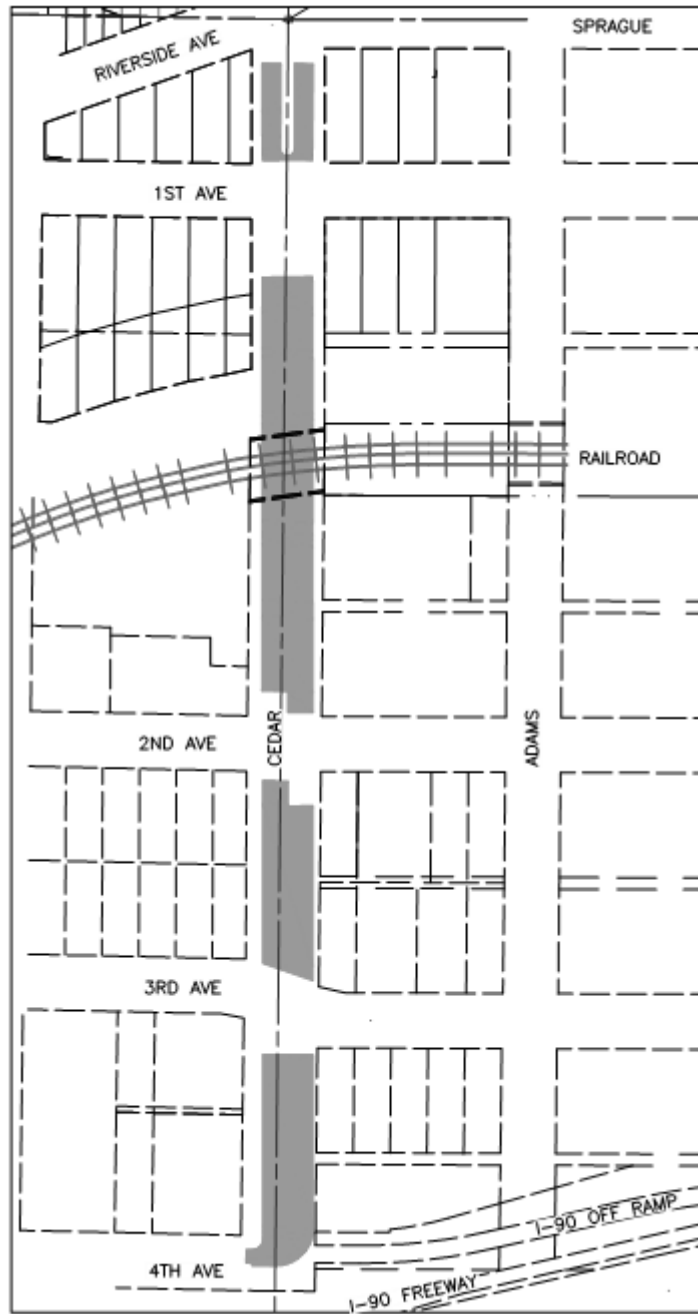
Area 1



Area 2



Area 3





City of Spokane
PUBLIC WORKS CONTRACT
Title: **2022 RESIDENTIAL
GRIND AND OVERLAY**

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

The parties agree as follows:

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

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2023-0032" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

18. EXECUTIVE ORDER 11246.

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

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

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

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

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

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

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

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

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

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

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

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

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

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

32. CLEAN AIR ACT.

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

33. USE OF PROJECT MANAGEMENT SOFTWARE.

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

INLAND ASPHALT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____,
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$1,690,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2022 RESIDENTIAL GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$1,690,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2022 RESIDENTIAL GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|---|--|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print) |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print) |

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

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT PRICE | TOTAL |
|-----------------|-------------------------------------|-----------------------------|-------------------|---------------|
| 1 | ADA FEATURES SURVEYING | 1.00 LS | \$ 2,710.00 | \$ 2,710.00 |
| 2 | APPRENTICE UTILIZATION | 1.00 LS | \$ 16,250.00 | \$ 16,250.00 |
| 3 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST | \$ 1.00 | \$ 1.00 |
| 4 | SPCC PLAN | 1.00 LS | \$ 500.00 | \$ 500.00 |
| 5 | POTHOLING | 18.00 EA | \$ 500.00 | \$ 9,000.00 |
| 6 | PUBLIC LIAISON REPRESENTATIVE | 1.00 LS | \$ 8,550.00 | \$ 8,550.00 |
| 7 | MOBILIZATION | 1.00 LS | \$ 154,670.60 | \$ 154,670.60 |
| 8 | PROJECT TEMPORARY TRAFFIC CONTROL | 1.00 LS | \$ 140,000.00 | \$ 140,000.00 |
| 9 | SPECIAL SIGNS | 120.00 SF | \$ 16.25 | \$ 1,950.00 |
| 10 | SEQUENTIAL ARROW SIGNS | 200.00 HR | \$ 5.40 | \$ 1,080.00 |
| 11 | TYPE III BARRICADE | 42.00 EA | \$ 55.00 | \$ 2,310.00 |
| 12 | TREE ROOT TREATMENT | 5.00 EA | \$ 810.00 | \$ 4,050.00 |
| 13 | TREE PROTECTION ZONE | 64.00 EA | \$ 245.00 | \$ 15,680.00 |

| | | | | | | |
|----|--|--------------|----|-----------|----|-----------|
| 14 | REMOVE TREE, CLASS III | 1.00 EA | \$ | 3,450.00 | \$ | 3,450.00 |
| 15 | TREE PRUNING | 80.00 EA | \$ | 245.00 | \$ | 19,600.00 |
| 16 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1.00 LS | \$ | 16,500.00 | \$ | 16,500.00 |
| 17 | REMOVE EXISTING CURB | 1,747.00 LF | \$ | 8.65 | \$ | 15,111.55 |
| 18 | REMOVE EXISTING CURB AND GUTTER | 20.00 LF | \$ | 7.60 | \$ | 152.00 |
| 19 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 811.00 SY | \$ | 17.30 | \$ | 14,030.30 |
| 20 | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL | 2.00 EA | \$ | 1,500.00 | \$ | 3,000.00 |
| 21 | SALVAGE GRANITE CURB | 25.00 LF | \$ | 46.60 | \$ | 1,165.00 |
| 22 | SAWCUTTING CURB | 74.00 EA | \$ | 41.00 | \$ | 3,034.00 |
| 23 | SAWCUTTING RIGID PAVEMENT | 1,696.00 LFI | \$ | 1.10 | \$ | 1,865.60 |
| 24 | SAWCUTTING FLEXIBLE PAVEMENT | 8,650.00 LFI | \$ | 0.45 | \$ | 3,892.50 |
| 25 | REMOVE UNSUITABLE FOUNDATION MATERIAL | 10.00 CY | \$ | 67.10 | \$ | 671.00 |
| 26 | REPLACE UNSUITABLE FOUNDATION MATERIAL | 10.00 CY | \$ | 60.00 | \$ | 600.00 |
| 27 | CSTC FOR SIDEWALK AND DRIVEWAYS | 60.00 CY | \$ | 265.00 | \$ | 15,900.00 |
| 28 | CRACK SEALING, 1 INCH TO 3 INCH | 18,294.00 LF | \$ | 2.15 | \$ | 39,332.10 |

| | | | | | | |
|----|---|---------------|----|----------|----|------------|
| 29 | CRACK SEALING, 3 INCH TO 6 INCH | 2,726.00 LF | \$ | 3.25 | \$ | 8,859.50 |
| 30 | HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK | 36,588.00 SY | \$ | 12.00 | \$ | 439,056.00 |
| 31 | COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. | 140.00 TON | \$ | 155.00 | \$ | 21,700.00 |
| 32 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. | 10.00 TON | \$ | 670.00 | \$ | 6,700.00 |
| 33 | HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK | 1,145.00 SY | \$ | 32.60 | \$ | 37,327.00 |
| 34 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 1,145.00 SY | \$ | 47.55 | \$ | 54,444.75 |
| 35 | PLANING BITUMINOUS PAVEMENT | 36,588.00 SY | \$ | 3.60 | \$ | 131,716.80 |
| 36 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | 1.00 EST | \$ | (1.00) | \$ | (1.00) |
| 37 | COMPACTION PRICE ADJUSTMENT | 25,612.00 EST | \$ | 1.00 | \$ | 25,612.00 |
| 38 | CATCH BASIN TYPE 1 | 4.00 EA | \$ | 5,650.00 | \$ | 22,600.00 |
| 39 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 10.00 EA | \$ | 930.00 | \$ | 9,300.00 |
| 40 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 5.00 EA | \$ | 940.00 | \$ | 4,700.00 |
| 41 | RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE | 8.00 EA | \$ | 1,260.00 | \$ | 10,080.00 |
| 42 | MH OR DW FRAME AND COVER (STANDARD) | 18.00 EA | \$ | 990.00 | \$ | 17,820.00 |
| 43 | MH OR DW FRAME AND COVER (LOCKABLE) | 13.00 EA | \$ | 975.00 | \$ | 12,675.00 |
| 44 | VALVE BOX AND COVER | 33.00 EA | \$ | 350.50 | \$ | 11,566.50 |

| | | | | | | |
|----|---|-----------|----|-----------|----|-----------|
| 45 | ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT | 6.00 EA | \$ | 485.00 | \$ | 2,910.00 |
| 46 | CLEANING EXISTING DRAINAGE STRUCTURE | 13.00 EA | \$ | 585.00 | \$ | 7,605.00 |
| 47 | TRENCH SAFETY SYSTEM | 1.00 LS | \$ | 1,240.00 | \$ | 1,240.00 |
| 48 | CATCH BASIN SEWER PIPE 8 IN. DIA. | 156.00 LF | \$ | 172.15 | \$ | 26,855.40 |
| 49 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 3.00 EA | \$ | 3,360.00 | \$ | 10,080.00 |
| 50 | TEMPORARY ADJACENT UTILITY SUPPORT | 1.00 LS | \$ | 1,650.00 | \$ | 1,650.00 |
| 51 | HYDRANT ASSEMBLY | 5.00 EA | \$ | 10,500.00 | \$ | 52,500.00 |
| 52 | ESC LEAD | 1.00 LS | \$ | 1,710.00 | \$ | 1,710.00 |
| 53 | INLET PROTECTION | 40.00 EA | \$ | 54.10 | \$ | 2,164.00 |
| 54 | STREET CLEANING | 20.00 HR | \$ | 216.50 | \$ | 4,330.00 |
| 55 | ROCK MULCH | 7.00 CY | \$ | 124.50 | \$ | 871.50 |
| 56 | HYDROSEEDING | 103.00 SY | \$ | 6.50 | \$ | 669.50 |
| 57 | SOD INSTALLATION | 35.00 SY | \$ | 20.00 | \$ | 700.00 |
| 58 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1.00 LS | \$ | 18,400.00 | \$ | 18,400.00 |
| 59 | CEMENT CONCRETE CURB | 685.00 LF | \$ | 41.10 | \$ | 28,153.50 |

| | | | | | | |
|------------------------------|---|-------------|----|-----------|----|---------------------|
| 60 | CEMENT CONCRETE CURB AND GUTTER | 1,305.00 LF | \$ | 44.30 | \$ | 57,811.50 |
| 61 | CEMENT CONCRETE DRIVEWAY - HIGH EARLY | 145.00 SY | \$ | 92.00 | \$ | 13,340.00 |
| 62 | MODIFY FENCING | 1.00 LS | \$ | 9,525.00 | \$ | 9,525.00 |
| 63 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1.00 LS | \$ | 7,035.00 | \$ | 7,035.00 |
| 64 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 9.00 EA | \$ | 704.00 | \$ | 6,336.00 |
| 65 | CEMENT CONCRETE SIDEWALK | 821.00 SY | \$ | 82.25 | \$ | 67,527.25 |
| 66 | RAMP DETECTABLE WARNING | 349.00 SF | \$ | 37.90 | \$ | 13,227.10 |
| 67 | SIGNING, PERMANENT - CITY MANUFACTURED SIGNS | 1.00 LS | \$ | 15,700.00 | \$ | 15,700.00 |
| 68 | REMOVAL OF EXISTING PAVEMENT MARKINGS | 7.00 SF | \$ | 110.00 | \$ | 770.00 |
| 69 | PAVEMENT MARKING - DURABLE HEAT APPLIED | 1,959.00 SF | \$ | 9.75 | \$ | 19,100.25 |
| 70 | PAVEMENT MARKING - PAINT | 492.00 SF | \$ | 5.40 | \$ | 2,656.80 |
| 71 | WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED | 12.00 EA | \$ | 210.00 | \$ | 2,520.00 |
| 72 | TEMPORARY PAVEMENT MARKING | 1.00 LS | \$ | 5,400.00 | \$ | 5,400.00 |
| Schedule A-1 Subtotal | | | | | \$ | <u>1,690,000.00</u> |

SCHEDULE A-1
Tax Classification:

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT PRICE | TOTAL |
|------------------------------------|-------------------------|---------------------------------|-------------------------|-------------------------------|
| <i>Summary of Bid Items</i> | | | <i>Bid Total</i> | \$ <u>1,690,000.00</u> |

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

Project Number 2022044

Project Description 2022 Residential Grind & Overlay

Original Date

12/12/2022 3:35:00 PM

| Project Number: 2022044 | | Engineer's Estimate | | INLAND ASPHALT COMPANY (Submitted) | | SHAMROCK PAVING INC (Submitted) | | INLAND INFRASTRUCTURE LLC (Submitted) | | POE ASPHALT PAVING INC (Submitted) | | |
|--|--|----------------------------|-------------------|---------------------------------------|-------------------|------------------------------------|-------------------|--|-------------------|---------------------------------------|-------------------|---------------|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| Tax Classification | | | | | | | | | | | | |
| Sales tax shall be included in unit prices | | | | | | | | | | | | |
| 1 | ADA FEATURES SURVEYING | 1 LS | 4,000.00 | 4,000.00 | 2,710.00 | \$2,710.00 | 3,500.00 | \$3,500.00 | 3,000.00 | \$3,000.00 | 9,400.00 | \$9,400.00 |
| 2 | APPRENTICE UTILIZATION | 1 LS | 20,000.00 | 20,000.00 | 16,250.00 | \$16,250.00 | 25,000.00 | \$25,000.00 | 24,000.00 | \$24,000.00 | 30,600.00 | \$30,600.00 |
| 3 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | \$1.00 | 1.00 | \$1.00 | 1.00 | \$1.00 | 1.00 | \$1.00 |
| 4 | SPCC PLAN | 1 LS | 1,500.00 | 1,500.00 | 500.00 | \$500.00 | 1,000.00 | \$1,000.00 | 2,500.00 | \$2,500.00 | 940.00 | \$940.00 |
| 5 | POTHOLING | 18 EA | 400.00 | 7,200.00 | 500.00 | \$9,000.00 | 400.00 | \$7,200.00 | 820.00 | \$14,760.00 | 625.00 | \$11,250.00 |
| 6 | PUBLIC LIAISON REPRESENTATIVE | 1 LS | 20,000.00 | 20,000.00 | 8,550.00 | \$8,550.00 | 15,000.00 | \$15,000.00 | 20,000.00 | \$20,000.00 | 56,840.00 | \$56,840.00 |
| 7 | MOBILIZATION | 1 LS | 110,009.00 | 110,009.00 | 154,670.60 | \$154,670.60 | 160,000.00 | \$160,000.00 | 195,000.00 | \$195,000.00 | 276,250.00 | \$276,250.00 |
| 8 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 62,000.00 | 62,000.00 | 140,000.00 | \$140,000.00 | 129,977.50 | \$129,977.50 | 130,000.00 | \$130,000.00 | 130,000.00 | \$130,000.00 |
| 9 | SPECIAL SIGNS | 120 SF | 25.00 | 3,000.00 | 16.25 | \$1,950.00 | 17.00 | \$2,040.00 | 22.00 | \$2,640.00 | 22.60 | \$2,712.00 |
| 10 | SEQUENTIAL ARROW SIGNS | 200 HR | 8.00 | 1,600.00 | 5.40 | \$1,080.00 | 5.00 | \$1,000.00 | 6.00 | \$1,200.00 | 6.30 | \$1,260.00 |
| 11 | TYPE III BARRICADE | 42 EA | 120.00 | 5,040.00 | 55.00 | \$2,310.00 | 50.00 | \$2,100.00 | 100.00 | \$4,200.00 | 107.00 | \$4,494.00 |
| 12 | TREE ROOT TREATMENT | 5 EA | 835.00 | 4,175.00 | 810.00 | \$4,050.00 | 800.00 | \$4,000.00 | 900.00 | \$4,500.00 | 940.00 | \$4,700.00 |
| 13 | TREE PROTECTION ZONE | 64 EA | 300.00 | 19,200.00 | 245.00 | \$15,680.00 | 240.00 | \$15,360.00 | 275.00 | \$17,600.00 | 282.00 | \$18,048.00 |
| 14 | REMOVE TREE, CLASS III | 1 EA | 2,000.00 | 2,000.00 | 3,450.00 | \$3,450.00 | 3,400.00 | \$3,400.00 | 3,900.00 | \$3,900.00 | 4,000.00 | \$4,000.00 |
| 15 | TREE PRUNING | 80 EA | 250.00 | 20,000.00 | 245.00 | \$19,600.00 | 240.00 | \$19,200.00 | 275.00 | \$22,000.00 | 282.00 | \$22,560.00 |
| 16 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1 LS | 5,000.00 | 5,000.00 | 16,500.00 | \$16,500.00 | 8,500.00 | \$8,500.00 | 7,500.00 | \$7,500.00 | 21,600.00 | \$21,600.00 |
| 17 | REMOVE EXISTING CURB | 1747 LF | 5.00 | 8,735.00 | 8.65 | \$15,111.55 | 11.00 | \$19,217.00 | 12.00 | \$20,964.00 | 16.30 | \$28,476.10 |
| 18 | REMOVE EXISTING CURB AND GUTTER | 20 LF | 20.00 | 400.00 | 7.60 | \$152.00 | 30.00 | \$600.00 | 12.00 | \$240.00 | 56.40 | \$1,128.00 |
| 19 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | 811 SY | 21.00 | 17,031.00 | 17.30 | \$14,030.30 | 22.00 | \$17,842.00 | 26.00 | \$21,086.00 | 32.60 | \$26,438.60 |
| 20 | REMOVE MANHOLE, CATCH BASIN, OR DRYWELL | 2 EA | 1,150.00 | 2,300.00 | 1,500.00 | \$3,000.00 | 1,500.00 | \$3,000.00 | 1,250.00 | \$2,500.00 | 2,115.00 | \$4,230.00 |

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

| <i>Project Number: 2022044</i> | | | <i>Engineer's Estimate</i> | | INLAND ASPHALT COMPANY (Submitted) | | SHAMROCK PAVING INC (Submitted) | | INLAND INFRASTRUCTURE LLC (Submitted) | | POE ASPHALT PAVING INC (Submitted) | |
|--------------------------------|--|----------------|----------------------------|---------------|---------------------------------------|---------------|------------------------------------|---------------|--|---------------|---------------------------------------|---------------|
| <i>Item No</i> | <i>Bid Item Description</i> | <i>Est Qty</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| 21 | SALVAGE GRANITE CURB | 25 LF | 18.00 | 450.00 | 46.60 | \$1,165.00 | 35.00 | \$875.00 | 23.00 | \$575.00 | 87.75 | \$2,193.75 |
| 22 | SAWCUTTING CURB | 74 EA | 39.00 | 2,886.00 | 41.00 | \$3,034.00 | 35.00 | \$2,590.00 | 30.00 | \$2,220.00 | 104.00 | \$7,696.00 |
| 23 | SAWCUTTING RIGID PAVEMENT | 1696 LFI | 5.00 | 8,480.00 | 1.10 | \$1,865.60 | 4.00 | \$6,784.00 | 0.75 | \$1,272.00 | 3.20 | \$5,427.20 |
| 24 | SAWCUTTING FLEXIBLE PAVEMENT | 8650 LFI | 1.60 | 13,840.00 | 0.45 | \$3,892.50 | 0.75 | \$6,487.50 | 0.40 | \$3,460.00 | 2.00 | \$17,300.00 |
| 25 | REMOVE UNSUITABLE FOUNDATION MATERIAL | 10 CY | 215.00 | 2,150.00 | 67.10 | \$671.00 | 28.00 | \$280.00 | 60.00 | \$600.00 | 195.00 | \$1,950.00 |
| 26 | REPLACE UNSUITABLE FOUNDATION MATERIAL | 10 CY | 78.00 | 780.00 | 60.00 | \$600.00 | 55.00 | \$550.00 | 52.00 | \$520.00 | 163.00 | \$1,630.00 |
| 27 | CSTC FOR SIDEWALK AND DRIVEWAYS | 60 CY | 165.00 | 9,900.00 | 265.00 | \$15,900.00 | 285.00 | \$17,100.00 | 350.00 | \$21,000.00 | 408.00 | \$24,480.00 |
| 28 | CRACK SEALING, 1 INCH TO 3 INCH | 18294 LF | 2.00 | 36,588.00 | 2.15 | \$39,332.10 | 2.75 | \$50,308.50 | 2.50 | \$45,735.00 | 2.50 | \$45,735.00 |
| 29 | CRACK SEALING, 3 INCH TO 6 INCH | 2726 LF | 7.00 | 19,082.00 | 3.25 | \$8,859.50 | 14.25 | \$38,845.50 | 8.00 | \$21,808.00 | 8.15 | \$22,216.90 |
| 30 | HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK | 36588 SY | 14.00 | 512,232.00 | 12.00 | \$439,056.00 | 10.75 | \$393,321.00 | 11.50 | \$420,762.00 | 13.10 | \$479,302.80 |
| 31 | COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. | 140 TON | 125.00 | 17,500.00 | 155.00 | \$21,700.00 | 155.00 | \$21,700.00 | 190.00 | \$26,600.00 | 240.00 | \$33,600.00 |
| 32 | COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. | 10 TON | 600.00 | 6,000.00 | 670.00 | \$6,700.00 | 300.00 | \$3,000.00 | 365.00 | \$3,650.00 | 640.00 | \$6,400.00 |
| 33 | HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK | 1145 SY | 37.00 | 42,365.00 | 32.60 | \$37,327.00 | 52.00 | \$59,540.00 | 60.00 | \$68,700.00 | 63.75 | \$72,993.75 |
| 34 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 1145 SY | 35.00 | 40,075.00 | 47.55 | \$54,444.75 | 36.00 | \$41,220.00 | 42.00 | \$48,090.00 | 28.85 | \$33,033.25 |
| 35 | PLANING BITUMINOUS PAVEMENT | 36588 SY | 6.00 | 219,528.00 | 3.60 | \$131,716.80 | 4.00 | \$146,352.00 | 5.00 | \$182,940.00 | 4.00 | \$146,352.00 |
| 36 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | 1 EST | (1.00) | (1.00) | (1.00) | (\$1.00) | (1.00) | (\$1.00) | (1.00) | (\$1.00) | (1.00) | (\$1.00) |
| 37 | COMPACTION PRICE ADJUSTMENT | 25612 EST | 1.00 | 25,612.00 | 1.00 | \$25,612.00 | 1.00 | \$25,612.00 | 1.00 | \$25,612.00 | 1.00 | \$25,612.00 |
| 38 | CATCH BASIN TYPE 1 | 4 EA | 3,700.00 | 14,800.00 | 5,650.00 | \$22,600.00 | 4,750.00 | \$19,000.00 | 3,575.00 | \$14,300.00 | 4,000.00 | \$16,000.00 |
| 39 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 10 EA | 1,400.00 | 14,000.00 | 930.00 | \$9,300.00 | 1,250.00 | \$12,500.00 | 1,050.00 | \$10,500.00 | 1,900.00 | \$19,000.00 |

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

| <i>Project Number: 2022044</i> | | | <i>Engineer's Estimate</i> | | INLAND ASPHALT COMPANY (Submitted) | | SHAMROCK PAVING INC (Submitted) | | INLAND INFRASTRUCTURE LLC (Submitted) | | POE ASPHALT PAVING INC (Submitted) | |
|--------------------------------|---|----------------|----------------------------|---------------|---------------------------------------|---------------|------------------------------------|---------------|--|---------------|---------------------------------------|---------------|
| <i>Item No</i> | <i>Bid Item Description</i> | <i>Est Qty</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| 40 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 5 EA | 1,400.00 | 7,000.00 | 940.00 | \$4,700.00 | 1,250.00 | \$6,250.00 | 1,050.00 | \$5,250.00 | 1,900.00 | \$9,500.00 |
| 41 | RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE | 8 EA | 1,600.00 | 12,800.00 | 1,260.00 | \$10,080.00 | 1,450.00 | \$11,600.00 | 1,250.00 | \$10,000.00 | 1,900.00 | \$15,200.00 |
| 42 | MH OR DW FRAME AND COVER (STANDARD) | 18 EA | 1,650.00 | 29,700.00 | 990.00 | \$17,820.00 | 1,150.00 | \$20,700.00 | 1,300.00 | \$23,400.00 | 2,250.00 | \$40,500.00 |
| 43 | MH OR DW FRAME AND COVER (LOCKABLE) | 13 EA | 1,650.00 | 21,450.00 | 975.00 | \$12,675.00 | 1,200.00 | \$15,600.00 | 1,375.00 | \$17,875.00 | 2,250.00 | \$29,250.00 |
| 44 | VALVE BOX AND COVER | 33 EA | 900.00 | 29,700.00 | 350.50 | \$11,566.50 | 650.00 | \$21,450.00 | 600.00 | \$19,800.00 | 1,185.00 | \$39,105.00 |
| 45 | ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT | 6 EA | 850.00 | 5,100.00 | 485.00 | \$2,910.00 | 750.00 | \$4,500.00 | 650.00 | \$3,900.00 | 2,000.00 | \$12,000.00 |
| 46 | CLEANING EXISTING DRAINAGE STRUCTURE | 13 EA | 425.00 | 5,525.00 | 585.00 | \$7,605.00 | 450.00 | \$5,850.00 | 600.00 | \$7,800.00 | 935.00 | \$12,155.00 |
| 47 | TRENCH SAFETY SYSTEM | 1 LS | 12,000.00 | 12,000.00 | 1,240.00 | \$1,240.00 | 2,875.00 | \$2,875.00 | 5,000.00 | \$5,000.00 | 2,760.00 | \$2,760.00 |
| 48 | CATCH BASIN SEWER PIPE 8 IN. DIA. | 156 LF | 60.00 | 9,360.00 | 172.15 | \$26,855.40 | 115.00 | \$17,940.00 | 100.00 | \$15,600.00 | 210.00 | \$32,760.00 |
| 49 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 3 EA | 2,850.00 | 8,550.00 | 3,360.00 | \$10,080.00 | 1,900.00 | \$5,700.00 | 875.00 | \$2,625.00 | 1,290.00 | \$3,870.00 |
| 50 | TEMPORARY ADJACENT UTILITY SUPPORT | 1 LS | 3,000.00 | 3,000.00 | 1,650.00 | \$1,650.00 | 2,500.00 | \$2,500.00 | 7,500.00 | \$7,500.00 | 4,510.00 | \$4,510.00 |
| 51 | HYDRANT ASSEMBLY | 5 EA | 8,000.00 | 40,000.00 | 10,500.00 | \$52,500.00 | 11,800.00 | \$59,000.00 | 8,200.00 | \$41,000.00 | 14,365.00 | \$71,825.00 |
| 52 | ESC LEAD | 1 LS | 2,000.00 | 2,000.00 | 1,710.00 | \$1,710.00 | 1,200.00 | \$1,200.00 | 25,000.00 | \$25,000.00 | 34,100.00 | \$34,100.00 |
| 53 | INLET PROTECTION | 40 EA | 150.00 | 6,000.00 | 54.10 | \$2,164.00 | 150.00 | \$6,000.00 | 85.00 | \$3,400.00 | 170.00 | \$6,800.00 |
| 54 | STREET CLEANING | 20 HR | 222.00 | 4,440.00 | 216.50 | \$4,330.00 | 275.00 | \$5,500.00 | 300.00 | \$6,000.00 | 223.00 | \$4,460.00 |
| 55 | ROCK MULCH | 7 CY | 150.00 | 1,050.00 | 124.50 | \$871.50 | 150.00 | \$1,050.00 | 140.00 | \$980.00 | 145.00 | \$1,015.00 |
| 56 | HYDROSEEDING | 103 SY | 15.00 | 1,545.00 | 6.50 | \$669.50 | 8.00 | \$824.00 | 7.00 | \$721.00 | 8.00 | \$824.00 |
| 57 | SOD INSTALLATION | 35 SY | 14.00 | 490.00 | 20.00 | \$700.00 | 25.00 | \$875.00 | 22.00 | \$770.00 | 23.00 | \$805.00 |
| 58 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS | 26,000.00 | 26,000.00 | 18,400.00 | \$18,400.00 | 18,000.00 | \$18,000.00 | 20,000.00 | \$20,000.00 | 21,310.00 | \$21,310.00 |
| 59 | CEMENT CONCRETE CURB | 685 LF | 66.00 | 45,210.00 | 41.10 | \$28,153.50 | 41.00 | \$28,085.00 | 51.00 | \$34,935.00 | 53.00 | \$36,305.00 |

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

| <i>Project Number: 2022044</i> | | | <i>Engineer's Estimate</i> | | INLAND ASPHALT COMPANY (Submitted) | | SHAMROCK PAVING INC (Submitted) | | INLAND INFRASTRUCTURE LLC (Submitted) | | POE ASPHALT PAVING INC (Submitted) | |
|--------------------------------|---|----------------|----------------------------|-----------------------|---------------------------------------|-----------------------|------------------------------------|-----------------------|--|-----------------------|---------------------------------------|-----------------------|
| <i>Item No</i> | <i>Bid Item Description</i> | <i>Est Qty</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> | <i>Unit Price</i> | <i>Amount</i> |
| 60 | CEMENT CONCRETE CURB AND GUTTER | 1305 LF | 65.00 | 84,825.00 | 44.30 | \$57,811.50 | 43.00 | \$56,115.00 | 54.00 | \$70,470.00 | 56.40 | \$73,602.00 |
| 61 | CEMENT CONCRETE DRIVEWAY - HIGH EARLY | 145 SY | 210.00 | 30,450.00 | 92.00 | \$13,340.00 | 91.00 | \$13,195.00 | 115.00 | \$16,675.00 | 170.00 | \$24,650.00 |
| 62 | MODIFY FENCING | 1 LS | 8,000.00 | 8,000.00 | 9,525.00 | \$9,525.00 | 5,000.00 | \$5,000.00 | 2,500.00 | \$2,500.00 | 11,030.00 | \$11,030.00 |
| 63 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 11,000.00 | 11,000.00 | 7,035.00 | \$7,035.00 | 900.00 | \$900.00 | 7,000.00 | \$7,000.00 | 8,150.00 | \$8,150.00 |
| 64 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 9 EA | 1,120.00 | 10,080.00 | 704.00 | \$6,336.00 | 500.00 | \$4,500.00 | 700.00 | \$6,300.00 | 815.00 | \$7,335.00 |
| 65 | CEMENT CONCRETE SIDEWALK | 821 SY | 176.00 | 144,496.00 | 82.25 | \$67,527.25 | 82.00 | \$67,322.00 | 105.00 | \$86,205.00 | 190.00 | \$155,990.00 |
| 66 | RAMP DETECTABLE WARNING | 349 SF | 35.00 | 12,215.00 | 37.90 | \$13,227.10 | 38.00 | \$13,262.00 | 42.00 | \$14,658.00 | 50.15 | \$17,502.35 |
| 67 | SIGNING, PERMANENT - CITY MANUFACTURED SIGNS | 1 LS | 12,000.00 | 12,000.00 | 15,700.00 | \$15,700.00 | 24,000.00 | \$24,000.00 | 17,000.00 | \$17,000.00 | 18,175.00 | \$18,175.00 |
| 68 | REMOVAL OF EXISTING PAVEMENT MARKINGS | 7 SF | 10.00 | 70.00 | 110.00 | \$770.00 | 125.00 | \$875.00 | 120.00 | \$840.00 | 125.35 | \$877.45 |
| 69 | PAVEMENT MARKING - DURABLE HEAT APPLIED | 1959 SF | 15.00 | 29,385.00 | 9.75 | \$19,100.25 | 10.00 | \$19,590.00 | 11.00 | \$21,549.00 | 11.30 | \$22,136.70 |
| 70 | PAVEMENT MARKING - PAINT | 492 SF | 1.00 | 492.00 | 5.40 | \$2,656.80 | 6.00 | \$2,952.00 | 6.00 | \$2,952.00 | 6.30 | \$3,099.60 |
| 71 | WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED | 12 EA | 400.00 | 4,800.00 | 210.00 | \$2,520.00 | 210.00 | \$2,520.00 | 225.00 | \$2,700.00 | 245.00 | \$2,940.00 |
| 72 | TEMPORARY PAVEMENT MARKING | 1 LS | 1,000.00 | 1,000.00 | 5,400.00 | \$5,400.00 | 3,000.00 | \$3,000.00 | 3,000.00 | \$3,000.00 | 3,135.00 | \$3,135.00 |
| Bid Total | | | | \$1,919,191.00 | | \$1,690,000.00 | | \$1,732,732.00 | | \$1,899,339.00 | | \$2,343,526.45 |

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

SCHEDULE SUMMARY

| | <i>Sched 1</i> | <i>Sched 2</i> | <i>Sched 3</i> | <i>Sched 4</i> | <i>Sched 5</i> | <i>Sched 6</i> | <i>Total</i> |
|---------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| ENGINEER'S ESTIMATE | 1,919,191.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,919,191.00 |
| INLAND ASPHALT COMPANY (Submitted) | 1,690,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,690,000.00 |
| SHAMROCK PAVING INC (Submitted) | 1,732,732.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,732,732.00 |
| INLAND INFRASTRUCTURE LLC (Submitted) | 1,899,339.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,899,339.00 |
| POE ASPHALT PAVING INC (Submitted) | 2,343,526.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,343,526.45 |

Low Bid Contractor: INLAND ASPHALT COMPANY

| | <i>Contractor's Bid</i> | <i>Engineer's Estimate</i> | <i>% Variance</i> |
|--------------------------|-------------------------|----------------------------|-------------------------------|
| <i>Schedule 01</i> | 1,690,000.00 | 1,919,191.00 | 11.94 % Under Estimate |
| <i>Schedule 03</i> | 0.00 | 0.00 | % Under Estimate |
| <i>Bid Totals</i> | <u>1,690,000.00</u> | <u>1,919,191.00</u> | <u>11.94 % Under Estimate</u> |

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

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | OPR 2020-0888 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|----------|
| Submitting Dept | INNOVATION & TECHNOLOGY SERVICES | Cross Ref # | |
| Contact Name/Phone | MICHAEL SLOON 625-6468 | Project # | |
| Contact E-Mail | MSLOON@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | CR 24354 |
| Agenda Item Name | 5300 MICROSOFT O365 ENTERPRISE AGREEMENT (EA) | | |

Agenda Wording

Contract with Software House International (SHI) increasing compensation \$172,334.85 w/ tax. Amendment needed to pay the final payment on OPR 2020-0888 for MS O365 Licensing. Sourcewell contract# 081419-SHI was originally utilized for the purchase.

Summary (Background)

Microsoft software and services continues to be the optimal choice of software and services the City uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 15+ years. An increase in license count and sales tax and the addition of multi-factor security licensing has increased the Year 3 payment of OPR 2020-0888 from the projected amount of \$762,097.32 to \$934,432.17 with sales tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$172,334.85 w/ sales tax

Select \$

Select \$

Select \$

Budget Account

5300-73600-18850-54820

#

#

#

Approvals**Dept Head** SLOON, MICHAEL**Division Director** SLOON, MICHAEL**Finance** BUSTOS, KIM**Legal** HARRINGTON, MARGARET**For the Mayor** PERKINS, JOHNNIE**Additional Approvals****Purchasing** WAHL, CONNIE**Council Notifications****Study Session\Other** Urban Experience 1/9/2023**Council Sponsor** CM Michael Cathcart**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

teamwashington@shi.com

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|---|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CM Michael Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/9/2023 |
| Agenda Item Name | Microsoft O365 Enterprise Agreement (EA) |
| Summary (Background) | Microsoft software and services continues to be the optimal choice of software and services the City uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 15+ years. An increase in license count and sales tax and the addition of multi-factor security licensing has increased the Year 3 payment of OPR 2020-0888 from the projected amount of \$762,097.32 to \$934,432.17 with sales tax. An amendment increasing the compensation \$172,334.85 is needed to pay the final payment on OPR 2020-0888. |
| Proposed Council Action & Date: | Pass/Approval from Council on January 23 rd , 2023. |
| Fiscal Impact: \$172,334.85 Total Cost: \$172,334.85 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5300-73600-18850-54820 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance | |
| 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? Not applicable – annual software maintenance | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance | |
| 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? Not applicable – annual software maintenance | |



City of Spokane
CONTRACT AMENDMENT
Title: **MICROSOFT ENTERPRISE
AGREEMENT AND LICENSE SUPPORT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHI INTERNATIONAL, CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Microsoft Enterprise Agreement License Support; and

WHEREAS, an increase in license count and sales tax and the addition of multi-factor security licensing has been requested, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 22, 2020 and December 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED THIRTY-FOUR AND 85/100 DOLLARS (\$172,334.85)** including applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SHI INTERNATIONAL, CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Company's Quote No. 22873840



Pricing Proposal
Quotation #: 22873840
Reference #: EA# 87015975
Created On: 12/15/2022
Valid Until: 1/13/2023

WA-City of Spokane

Carlos Plascencia

808 W. SPOKANE FALLS BLVD
ATTN: AP
SPOKANE, WA 99201
United States
Phone: 509.625.6399
Fax:
Email: cplascencia@spokanecity.org

Inside Account Manager

Michaela Knoblock

290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|------|------------|--------------|
| 1 Azure ActDir PrmP1 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 2 | \$55.12 | \$110.24 |
| 2 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$0.00 | \$0.00 |
| 3 CCAL Bridge O365 FSA Sub Platform Per User Microsoft - Part#: AAA-12417 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1620 | \$15.84 | \$25,660.80 |
| 4 CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 602 | \$18.91 | \$11,383.82 |
| 5 EMS G3 CAO GCC ALng Sub Add-on User CCAL Microsoft - Part#: AAD-32904 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 2226 | \$64.20 | \$142,909.20 |
| 6 EMS G3 GCC ALng Sub Per User Microsoft - Part#: AAD-32907 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 63 | \$103.86 | \$6,543.18 |

| | | | | |
|----|---|------|-------------|--------------|
| 7 | Exchange Online P2 GCC Sub Per User Microsoft - Part#: 3NS-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 20 | \$73.41 | \$1,468.20 |
| 8 | Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 4 | \$127.80 | \$511.20 |
| 9 | O365 F3 GCC Sub Per User Microsoft - Part#: 3KS-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 40 | \$33.27 | \$1,330.80 |
| 10 | O365 G3 FSA GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1620 | \$183.65 | \$297,513.00 |
| 11 | O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 606 | \$216.06 | \$130,932.36 |
| 12 | Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 2 | \$162.05 | \$324.10 |
| 13 | Power BI Premium P1 GCC Sub Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$45,867.13 | \$45,867.13 |
| 14 | Power BI Premium USL AO GCC Sub Add-on Microsoft - Part#: 9IM-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$91.83 | \$91.83 |
| 15 | Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 47 | \$91.70 | \$4,309.90 |
| 16 | SharePoint Server ALng SA Microsoft - Part#: H04-00268 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$1,227.99 | \$1,227.99 |
| 17 | SQL CAL ALng SA User CAL | 700 | \$34.50 | \$24,150.00 |

Microsoft - Part#: 359-00961
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 1/1/2023 – 12/31/2023

| | | | | |
|----|---|------|------------|-------------|
| 18 | SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 16 | \$2,271.35 | \$36,341.60 |
| 19 | SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 42 | \$592.33 | \$24,877.86 |
| 20 | System Center Service Manager ALng SA Per User Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 2007 | \$4.05 | \$8,128.35 |
| 21 | System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 24 | \$18.17 | \$436.08 |
| 22 | Visio P1 GCC Sub Per User Microsoft - Part#: HWT-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$45.91 | \$45.91 |
| 23 | Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$137.74 | \$137.74 |
| 24 | Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 3 | \$101.16 | \$303.48 |
| 25 | Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 1 | \$52.17 | \$52.17 |
| 26 | Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023 | 2007 | \$42.60 | \$85,498.20 |
| 27 | Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 | 56 | \$127.18 | \$7,122.08 |

Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 1/1/2023 – 12/31/2023

| | |
|----------|--------------|
| Subtotal | \$857,277.22 |
| *Tax | \$77,154.95 |
| Total | \$934,432.17 |

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



< Business Lookup

License Information:

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

Entity name: SOFTWARE HOUSE INTERNATIONAL, INC.

Business name: SOFTWARE HOUSE INTERNATIONAL, INC.

Entity type: [Corporation](#)

UBI #: 601-639-984

Business ID: 001

Location ID: 0003

Location: Active

Location address: 290 DAVIDSON AVE
SOMERSET NJ 08873-4145

Mailing address: 290 DAVIDSON AVE
SOMERSET NJ 08873-4145

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

| Endorsements held at this loca | License # | Count | Details | Status | Expiration date | First issuance c |
|---|--------------|-------|---------|--------|-----------------|------------------|
| Spokane General Business - Non-Resident | T12070226BUS | | | Active | Nov-30-2023 | Oct-15-2012 |

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

| Governing people | Title |
|------------------|-------|
| THAI, LEE | |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/10/2023 11:00:09 AM



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Agenda Sheet for City Council Meeting of:
01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | OPR 2013-0548 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|--|
| Submitting Dept | PLANNING & ECONOMIC | Cross Ref # | |
| Contact Name/Phone | TERI STRIPES X6597 | Project # | |
| Contact E-Mail | TSTRIPES@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 0650 - BEACON HILL INTERLOCAL AGREEMENT WITH SPOKANE COUNTY | | |

Agenda Wording

The County is seeking the City's agreement on an amendment to the County revitalization increment area (a tax increment financing economic development tool) and interlocal agreement for the Beacon Hill project.

Summary (Background)

The County adopted Resolution No. 2013-1021 which created the Increment Area after obtaining the written agreement for the use of community revitalization financing with taxing districts that levy at least 75 percent of the regular property tax on property within the Increment Area before it may use Community Revitalization Financing. This interlocal agreement amendment, amends City of Spokane previously approved interlocal OPR 2013-0548 because the County no longer plans to issue bonds.

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |

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

| | | | |
|-----------------------------|-------------------|------------------------------|-----------------------|
| Approvals | | Council Notifications | |
| Dept Head | | Study Session\Other | UE 1/9/2023 |
| Division Director | MACDONALD, STEVEN | Council Sponsor | CMs Cathcart & Bingle |
| Finance | ORLOB, KIMBERLY | Distribution List | |
| Legal | HARRINGTON, | tstripes@spokanecity.org | |
| For the Mayor | PERKINS, JOHNNIE | smacdonald@spokanecity.org | |
| Additional Approvals | | sgardner@spokanecity.org | |
| Purchasing | | rbenzie@spokanecity.org | |
| | | jchurchill@spokanecity.org | |
| | | tblack@spokanecity.org | |
| | | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Therefore, the County and City wish to amend the agreements to clarify that the Beacon Hill sub-area improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

| | |
|--|--|
| | |
| | |
| | |
| | |

**SECOND AMENDED AND RESTATED COMMUNITY
REVITALIZATION FINANCING AND
TAX INCREMENT AREA AGREEMENT**

This Second Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement (this "Agreement") is made and entered into as of the dates set forth below by and between the City of Spokane, Washington, a Washington municipal corporation (the "City") and Spokane County, Washington, a political subdivision of the State of Washington (the "County") who are hereinafter singularly referred to as a "Party" or collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the City is a first-class charter city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State") now in force; and

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State (the "County") now in force; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington (the "Board") is authorized to conduct proceedings and to create increment areas from which property taxes are to be appropriated to finance public improvements pursuant to chapter 39.89 RCW; and

WHEREAS, pursuant to Resolution No. 2013-1021, adopted by the Board on November 5, 2013, the County created Increment Area No. 2013-01 (the "Increment Area") to finance certain public improvements within such increment area using community revitalization financing; and

WHEREAS, the County adopted Resolution No. 2013-1021 which created the Increment Area after obtaining the written agreement for the use of community revitalization financing with taxing districts that levy at least 75 percent of the regular property tax on property within the Increment Area before it may use community revitalization financing; and

WHEREAS, most of the territory encompassed by the Increment Area lies within the City's corporate boundaries; and

WHEREAS, as authorized by Resolution No. 2013-1021, the County executed the Community Revitalization Financing and Tax Increment Area Agreement with the City on November 5, 2013 (the "Original Agreement"); and

WHEREAS, Exhibit "A" to the Original Agreement identifies within the Increment Area a sub-area referred to as the "Beacon Hill Sub-Area"; and

WHEREAS, Exhibit "B" to the Original Agreement sets forth a description of Public Improvements; and

WHEREAS, the County and the City have agreed that the Public Improvements identified in Section 1 on Exhibit B to the Original Agreement as City Public Improvements (the "City Public Improvements") may be constructed by or at the direction of the City and that all or a portion of the costs of the City Public Improvements will be financed through the use of community revitalization financing, to the extent that "tax allocation revenues," as defined in RCW 39.89.020(8) ("Tax Allocation Revenues") are available pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, the County and the City have further agreed that the Public Improvements identified in Section 2 on Exhibit B to the Original Agreement as Beacon Hill Sub-Area Improvements (the "Beacon Hill Sub-Area Improvements") may be constructed pursuant to the terms and conditions of the Original Agreement and that all or a portion of the costs of the Beacon Hill Sub-Area Improvements will be financed through the use of community revitalization financing, to the extent that Tax Allocation Revenues are available pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, the County and the City acknowledge and agree that the Public Improvements constructed within the Increment Area must meet all applicable state and local laws, including the City of Spokane Comprehensive Plan and the development regulations and engineering standards adopted to implement that plan; and

WHEREAS, as authorized by Resolution No. 2018-0873, the Board authorized certain amendments to the Original Agreement and approved the execution of the "Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement," entered into on December 4, 2018, by and between the City and the County (the "Amended Agreement"); and

WHEREAS, as authorized by Resolution No. 2019-1521, the Board authorized certain amendments to the Amended Agreement and approved the execution of the "First Amendment to Amended and Restated Community Revitalization Financing and Tax Increment Agreement," entered into August 30, 2021, by the County and entered into December 1, 2020, by the City of Spokane (the "First Amendment"); and

WHEREAS, the Original Agreement, Amended Agreement, and First Amendment are all referred to hereinafter as the "Agreements"; and

WHEREAS, the Agreements contemplate the County selling bonds, delivering the proceeds of such bonds to the City, and the City designing, bidding, constructing, and financing or paying for Beacon Hill Sub-Area Improvements using the bond proceeds; and

WHEREAS, the County no longer plans to issue bonds, and the County and City wish to amend the Agreements to, among other things, clarify that the Beacon Hill Sub-Area Improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer.

NOW, THEREFORE, the City and the County each mutually agree as follows:

Section 1. This Agreement shall continue until the earlier of: (a) such time as Tax Allocation Revenues are no longer necessary or obligated to pay the costs of any of the Public Improvements as set forth on Exhibit B hereto; or (b) December 31, 2043.

Section 2. The City and the County each hereby agree to the use of community revitalization financing to finance a portion of the costs of the Public Improvements, in an amount not to exceed \$30,000,000.00. The Public Improvements set forth on Exhibit B hereto may be constructed within the Increment Area. Any Public Improvement located within the City will be owned by the City. All Public Improvements constructed within the Increment Area must meet all applicable state and local laws, including the City of Spokane Comprehensive Plan and the development regulations and engineering standards adopted to implement that plan. Any deviation from such City standards must be approved by the City in the City's discretion.

Section 3. The City and the County each agree to apportion regular property taxes (as defined in RCW 39.89.020(6)), in the manner set forth in RCW 39.89.070(1), until the expiration of the term of this Agreement; provided, in no case shall Tax Allocation Revenues be used to pay more than

\$30,000,000 in "public improvement costs," as defined in RCW 39.89.020(5) ("Public Improvement Costs"). The County anticipates the Public Improvements and consequent private improvements will increase total property tax levies within the Increment Area.

Section 4. (a) Pursuant to this Agreement, the City and the County each agree: (1) that the City Public Improvements will be constructed by or at the direction of the City; and (2) to participate in the use of community revitalization financing to finance all or a portion of the costs of the City Public Improvements in the Increment Area as authorized under chapter 39.89 RCW.

(b) The City and the County each agree that all Tax Allocation Revenues generated in the Increment Area excluding the Beacon Hill Sub-Area during the term of this Agreement (the "City Allocation") shall be used to pay the Public Improvement Costs of the City Public Improvements. The County and the City agree that the County shall transfer the City Allocation to the City monthly within ten business days of the County's receipt of Tax Allocation Revenues comprising the City Allocation.

(c) The City agrees that Tax Allocation Revenues comprising the City Allocation shall be used solely to pay the costs of the City Public Improvements and shall be applied to such costs only to the extent they constitute Public Improvement Costs as defined in and as permitted by chapter 39.89 RCW. The City shall from time to time as reasonably requested by the County provide to the County evidence reasonably acceptable to the County (e.g. invoices, contracts, work orders or other verifiable written documents) of the Public Improvement Costs paid, incurred or anticipated to be incurred in connection with the City Public Improvements.

Section 5. (a) The City and the County each agree that all Tax Allocation Revenues generated in the Beacon Hill Sub-Area of the Increment Area during the term of this Agreement (collectively, the "Beacon Hill Sub-Area Allocation"), shall be used to pay the Public Improvement Costs of the Beacon Hill Sub-Area Improvements which improvements can be installed by a private developer under the authority of an executed Reimbursement Agreement.

(b) The County shall create and shall continue to maintain a segregated account with the County Treasurer designated as the "Beacon Hill Sub-Area Fund" (the "Beacon Hill Fund"), into which it shall deposit the Beacon Hill Sub-Area Allocation, and which shall be used solely for the purposes of and in the following order of priority: (1) reimbursing the City's Public Improvement Costs of any Beacon Hill Sub-Area Improvements upon the City's request; or (2) otherwise paying the Public Improvement Costs of the Beacon Hill Sub-Area Improvements. In no event shall Tax Allocation Revenues be used to reimburse or pay a private developer for any costs for which the developer has received reimbursement from the City of Spokane pursuant to a development agreement.

Section 6. Nothing in this Agreement obligates the City to in any way whatsoever with respect to designing, bidding, constructing, financing, or paying for the Beacon Hill Sub-Area Improvements, or any portion thereof. Notwithstanding the foregoing, any actual costs incurred by the City in connection with the Beacon Hill Sub-Area Improvements shall be Public Improvement Costs and shall be paid or reimbursed from Tax Allocation Revenues available in the Beacon Hill Fund.

Section 7. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person, other than the County and the City, any benefit or legal or equitable right (including without limitation, any third party beneficiary rights), remedy or claim under or by virtue of this Agreement, and all provisions hereof will be solely between the County and the City.

Section 8. This Agreement contains all the terms and conditions agreed upon by the City and the County with respect to the subject matter hereof. No other understanding, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind either the City or the County, other than those imposed by operation of law.

Section 9. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 10. This Agreement supersedes and replaces the:

- (a) Community Revitalization Financing and Tax Increment Area Agreement between the City and County authorized by Resolution No. 2013-1021 referred to herein as the Original Agreement,
- (b) Certain amendments to the Original Agreement between the City and County authorized by Resolution No. 2018-0783 referred to herein as the Amended Agreement, and
- (c) Certain amendments to the Amended Agreement between the City and County authorized by Resolution No. 2019-1521 referred to herein as the First Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and it shall be effective as of the last date of execution.

SPOKANE COUNTY, WASHINGTON

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

Executed this ____ day of ____, 2022

CITY OF SPOKANE
Spokane County, Washington

NADINE WOODWARD, Mayor

TERRI PFISTER, City Clerk

Executed this ____ day of ____ 2022.

EXHIBIT A

INCREMENT AREA BOUNDARIES AND LEGAL DESCRIPTION

Those portions of Sections 2 and 3, Township 25N, Range 43 EWM and Sections 34 and 35, Township 26N, Range 43 EWM, more particularly described as follows:

BEG INNING at the intersection of the Westerly Right of Way (R/W) line of Havana Street and the intersection of the Northerly R/W line of Queen Avenue to the East extended; thence Easterly along the Northerly R/W line of said Queen Avenue to the intersection of the East line of the West 200 feet of W1/2 of the SE ¼ of Section 35, T 26 N, R 43 EWM; thence Southerly along said East line and the East line of the West 200 feet of W1/2 of the NE ¼ of Section 2, T 25 N, R 43 EWM to the intersection with the North line of the SE ¼ of said Section 2; thence Easterly along said North line to the NE corner of the NW ¼ of the NW ¼ of the SE ¼ of said Section 2; thence Southerly along the East line of said NW ¼ of the NW ¼ of said SE ¼ to the South line of said NW ¼ of the NW ¼ of said SE ¼; thence Westerly along said South line to the intersection with the East line of the SW ¼ of said Section 2; thence Southerly along said East line to the North line of the South 10 rods of the NE¼ of said SW¼; thence Westerly along said North line to the West line of the East 32 rods of said SW ¼; thence Southerly along said West line to the intersection of the South line of the N ½ of the SW ¼ of said Section 2; thence Westerly along said South line to the West line of said Section 2; thence Northerly along said West line to the intersection with the South line of the plat of Hillyard Orchard Heights Addition; thence Westerly along said South line to the West R/W line of Havana Street; thence Northerly along said West line to the intersection of the South R/W line of Princeton Avenue; thence Westerly along said South line to the intersection of the West R/W line of Freya Street; thence Northerly along said West line to the intersection of the North R/W line of Broad Avenue; thence Easterly along said North line to the intersection with the Westerly R/W line of Myrtle Street; thence Northerly along said Westerly line to the intersection of the South line of assessor parcel # 36344.6001 extended; thence Easterly along said South line to the West R/W line of Florida Street; thence Easterly to the to the North line of assessor parcel #36344.2108; thence Easterly along said North line to the West R/W line of Havana Street; thence Northerly along said Westerly line to the Point of Beginning.

BEACON HILL SUB-AREA BOUNDARIES AND LEGAL DESCRIPTION

Those portions of Sections 2 and 3, Township 25N, Range 43 EWM and Sections 34 and 35, Township 26N, Range 43 EWM, more particularly described as follows:

BEGINNING at the intersection of the Westerly Right of Way (R/W) line of Havana Street and the intersection of the Northerly R/W line of Queen Avenue to the East extended; thence Easterly along the Northerly R/W line of said Queen Avenue to the intersection of the East line of the West 200 feet of W1/2 of the SE ¼ of Section 35, T 26 N, R 43 EWM; thence Southerly along said East line and the East line of the West 200 feet of W1/2 of the NE ¼ of Section 2, T 25 N, R 43 EWM to the intersection with the North line of the SE ¼ of said Section 2; thence Easterly along said North line to the NE corner of the NW¼ of the NW¼ of the SE¼ of said

Section 2; thence Southerly along the East line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$ to the South line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence Westerly along said South line to the intersection with the East line of the SW $\frac{1}{4}$ of said Section 2; thence Southerly along said East line to the North line of the South IO rods of the NE $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence Westerly along said North line to the West line of the East 32 rods of said SW $\frac{1}{4}$; thence Southerly along said West line to the intersection of the South line of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 2; thence Westerly along said South line to the West line of said Section 2; thence Northerly along said West line to the intersection with the South line of the plat of Hillyard Orchard Heights Addition; thence Westerly along said South line to the West R/W line of Havana Street; thence Northerly along said West line to the Southwesterly R/W line of Valley Springs Road; thence Northwesterly along said Road R/W to the South line of line of assessor parcel # 35031.0108; thence Westerly along said South line to the Southwest comer of assessor parcel # 35031.0109; thence Northerly along the West line of said parcel # 35031.0109 to the NW comer of said parcel # 35031.0109; thence Northwesterly to the SW comer of parcel # 36344.2110; thence Northwesterly along the Westerly line of said parcel # 36344.2110 to the NW comer of said parcel # 36344.2110; thence Easterly along the North line of said parcel # 36344.2110 to the NE comer of said parcel and the Westerly R/W of Havana Street; thence Northerly along said Westerly R/W line to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF PUBLIC IMPROVEMENTS

1. City Public Improvements

- (a) First stage of reconstruction of Wellesley Avenue (three-lane configuration) within the existing 60-foot right-of-way, from Freya Street to the eastern return of the Florida intersection (Priority 1), together with associated curbs, sidewalks, and roadway storm drainage systems, at an estimated cost of \$1,500,000.
- (b) Acquisition of right-of-way to accommodate widening of Wellesley Avenue to 102 feet from Freya Street to Havana Street at an estimated cost of \$3,000,000.
- (c) Widening of Wellesley to 102 feet, together with associated curbs, sidewalks, pedestrian buffers and landscaping, roadway storm drainage systems, street lighting, street trees, and necessary irrigation, at an estimated cost of \$1,500,000.
- (d) Miscellaneous public improvements in the Increment Area but outside of the Beacon Hill Sub-Area including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$4,000,000.

2. Beacon Hill Sub-Area Improvements

- (a) Reconstruction of Havana from Princeton to Longfellow at an estimated cost of \$270,000.
- (b) Reconstruction of Longfellow from Havana to easterly end of the Longfellow right-of-way, at an estimated cost of \$437,000.
- (c) Construction of a water lift station, at an estimated cost of \$550,000.
- (d) Construction of a golf cart path from Havana and Longfellow to Esmeralda Golf Course, at an estimated cost of \$75,000.
- (e) Reconstruction of Valley Springs Road, from the eastern return of the Florida intersection, at an estimated cost of \$2,000,000.
- (f) Miscellaneous public improvements inside the boundaries of the Beacon Hill Sub-Area, including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$16,500,000.

Committee Agenda Sheet

Urban Experience – January 2023

| | |
|---|--|
| Submitting Department | Planning and Economic Development |
| Contact Name & Phone | Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner |
| Contact Email | Tstripes@spokanecity.org |
| Council Sponsor(s) | Cathcart and Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent Discussion Time Requested: |
| Agenda Item Name | Beacon Hill Interlocal Agreement Amendment with Spokane County |
| Summary (Background) | <p>The County is seeking the City’s agreement on an amendment to the County revitalization increment area (a tax increment financing economic development tool) and interlocal agreement for the Beacon Hill project.</p> <p>The County adopted Resolution No. 2013-1021 which created the Increment Area after obtaining the written agreement for the use of community revitalization financing with taxing districts that levy at least 75 percent of the regular property tax on property within the Increment Area before it may use Community Revitalization Financing.</p> <p>This interlocal agreement amendment, amends City of Spokane previously approved interlocal OPR 2013-0548 because the County no longer plans to issue bonds. Therefore, the County and City wish to amend the agreements to clarify that the Beacon Hill sub-area improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer.</p> |
| Proposed Council Action & Date: | Staff will seek approval on the January 23, 2023, Council Consent Agenda to approve the interlocal agreement amendment between Spokane County and the City of Spokane. The amendment allows for the developer to pursue reimbursements for public improvements from the County pursuant to a reimbursement agreement between the County and the developer. |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| Interlocal Agreement Amendment for the Beacon Hill Community Revitalization Financing District | |

This interlocal agreement and amendment is focused on the economic redevelopment of a significant property within the City of Spokane's Targeted Investment Area (STIA) boundary. That boundary includes 34 or Spokane most distressed Census tracts with: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate).

Helps target the development of new housing within our Spokane Targeted Investment Area (STIA):

- building stronger neighborhoods by targeting economic reinvestment to our most economically distressed census tracts,
- encouraging more housing opportunities, including affordable housing opportunities,
- increasing the supply of mixed-income multifamily housing opportunities,
- helping accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, and
- promoting community development, neighborhood revitalization, and availability of affordable housing.

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?

Economic Development Strategy tracking

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
 - Number of permits and total values
 - Public investment values
 - Assessed Property values

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

Economic Development Strategy tracking

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
 - Number of permits and total values
 - Public investment values
 - Assessed Property values

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement



Agenda Sheet for City Council Meeting of:

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | OPR 2017-0640 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | PLANNING & ECONOMIC DEVELOPMENT |
| Contact Name/Phone | AMANDA BECK X6414 |
| Contact E-Mail | ABECK@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 0650 - EAST SPRAGUE BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT EXT |

Agenda Wording

Contract extension with the East Spokane Business Association for management of the East Sprague business improvement district.

Summary (Background)

This is the second of two, four-year extensions provided for in the original contract agreement with ESBA (OPR 2017-0640) to administer the East Sprague Business Improvement District. The contract extension is effective January 1, 2023, to December 31, 2026. This is the last contract extension, and the City will need to go out to RFP to select a BID manager prior to expiration of the contract.

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

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

| | | | |
|-----------------------------|----------------------|------------------------------|-------------------------|
| Approvals | | Council Notifications | |
| Dept Head | GARDNER, SPENCER | Study Session\Other | UE 1/9/2023 |
| Division Director | MACDONALD, STEVEN | Council Sponsor | CMs Wilkerson & Kinnear |
| Finance | ORLOB, KIMBERLY | Distribution List | |
| Legal | HARRINGTON, MARGARET | abeck@spokanecity.org | |
| For the Mayor | PERKINS, JOHNNIE | smacdonald@spokanecity.org | |
| Additional Approvals | | sgardner@spokanecity.org | |
| Purchasing | | rbenzie@spokanecity.org | |
| | | tstripes@spokanecity.org | |
| | | mpiccolo@spokanecity.org | |
| | | laverne.esba@gmail.com | |

Committee Agenda Sheet

Urban Experience

| | |
|--|--|
| Submitting Department | Planning Services, Planning and Economic Development |
| Contact Name & Phone | Amanda Beck, 625-6414 |
| Contact Email | abeck@spokanecity.org |
| Council Sponsor(s) | Council Member Wilkerson, Council Member Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | East Sprague BID Administration and Operations Agreement Extension |
| Summary (Background) | <p>The City and the East Spokane Business Association (ESBA) entered into a contract in September 2017 (OPR 2017-0796) to administer the East Sprague Business Improvement District (BID), organized as a parking and business improvement area under Washington law. SMC 04.31C.090 and RCW 35.87A.110 allow the City to contract with an appropriate business association for administering and operating the BID. This is the second of two, four-year extensions provided for in the original contract agreement with ESBA.</p> <p>In addition to the contract extension, several agreement amendments have been made to clarify the responsibilities of ESBA as the BID manager. Clarifying language was added to make clear what clean and green and district beautification services should entail, as well as updating requirements for progress reports.</p> <p>The contract extension would be effective January 1, 2023, to December 31, 2026. As this is the last contract extension, the City will need to go out to RFP to select a BID manager prior to expiration of the contract.</p> |
| Proposed Council Action & Date: | Approve proposed contract amendment and extension at January 23, 2023 meeting |
| Fiscal Impact: | <p>Total Cost:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: East Sprague BID 2023 assessments</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: N/A</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities?</p> <p>In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.</p> |

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

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment. Some data sources include changes to the total assessed value of properties within the BID, crime statistics, and business license data for businesses licensed to addresses within the BID.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. Another sign of effectiveness is the annual East Sprague BID Ratepayer Board meeting that occurs every December, where ratepayers may further weigh in on the proposed BID management plan and services for the upcoming year.

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

The creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments.

Renewing the BID manager contract furthers the goal of investing in key centers and corridors, especially business improvement districts and public development agencies, with a focus on small or local Spokane businesses. This aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.



City of Spokane
**EAST SPRAGUE PARKING AND BUSINESS
IMPROVEMENT AREA AGREEMENT**
Title: **PBIA Administration and Operations
Agreement Amendment and Extension**

THIS AGREEMENT Amendment and Extension is effective January 1, 2023, by and between the **CITY OF SPOKANE**, a municipal Association, having its principal place of business at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, as (“City”), and the **EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as (“Association”), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as “party”, and together referenced as the “parties”.

WITNESSETH:

WHEREAS, as part of the City’s East Sprague investment and revitalization of the area, the City desires to obtain certain enhanced municipal services which will ensure the continued vitality of the commercial and industrial area, and, pursuant to the authority granted under Chapter 35.87A RCW, has established the East Sprague Parking and Business Improvement Area (the “PBIA”), as described in chapter 4.31C, SMC (the “Ordinance”), to provide funding for such enhanced municipal services; and

WHEREAS, section 4.31C.090 of the Spokane Municipal Code (SMC) allows the City to enter into a contract regarding the administration and operation of PBIA programs, and the Association is willing and able to provide such services to the City, as herein described on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE ONE
SCOPE OF SERVICES

1.1 **Purpose.** The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City’s behalf.

1.2 Compliance with Laws. The Association shall comply with all applicable laws, ordinances, and codes of the United States, the State of Washington, and the City of Spokane, including chapter 04.31C SMC. The Association will not discriminate against any worker, employee, or applicant, or member of the public, because of race, creed, color, religion, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income, nor otherwise commit an unfair employment practice. The Association further agrees that a similar clause will be incorporated in all contracts entered into with suppliers and subcontractors, and all labor organization furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. During the term of the Agreement, the Association shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises.

1.3 Work Program. The Association shall, during the term of this Agreement, perform the general services described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two hereof, as the services may be further defined, limited, or expanded in the applicable work program and budget as described in Exhibit "A" (Work Program), and this Agreement. The attached Exhibit "A" describes the Association's general Scope of Services, Work Program, Project Schedule, Program Deliverables, and Budget as most recently adopted with the Annual Assessments and Assessment Roll Ordinance C36339.

1.4 Special Assessments. The Association shall review and confirm, on an annual basis, a computer database of business and property ownership information provided by the City for the purposes of billing and collecting special assessments. The City's Chief Financial Officer will take assessment database information and apply rates to generate an annual bill due on January 31st of each year. Payments will become delinquent thirty (30) days thereafter and will be subject to collection policies established and enforced by the City. The City's Chief Financial Officer will collect and deposit al BID assessment income in the BID Fund created by SMC 04.31C.060. The City shall provide to the Association monthly financial reports on money received in and disbursements from the BID Fund no later than the fifteenth day of each month.

1.5 Progress Reports and Audits. The Association shall provide quarterly progress reports to and financials the City with each installment request (March 1, June 1, September 1, and December 1) of each year covered by this Agreement. In addition, the Association shall provide to the City a financial report of expenditures within one hundred eighty (180) days after the end of each fiscal year of the Association and within one

hundred eighty (180) days after the termination of this Agreement. In carrying out its work programs under this Agreement, and developing plans as described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two, the Association shall coordinate and consult with staff from the Planning and Economic Development Department and other appropriate Departments.

1.6 Service Levels within District. The City shall continue to provide within the PBI A the same level of municipal services as were provided within the PBI A boundaries as of the date of the Agreement and not otherwise funded with parking and business improvement area assessments. It is the City's intention not to use or rely on any services provided to the BID as the result of the creation of the BID, this Agreement, or any subsequent agreement to relieve or lessen the obligation of the City to provide such existing municipal services within the PBI A, except as may be otherwise agreed by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the PBI A, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

ARTICLE TWO **ASSOCIATION DUTIES**

2.1 Professional Management and Planning. The Association will administer and operate the BID programs and services listed in SMC 4.31C.030. The Association will provide staff/personnel assistance to the Ratepayer Advisory Board created by SMC 4.31C.080. The Association will coordinate with the Ratepayer Advisory Board in developing recommendations regarding the PBI A budget, expenditures, and programs, but nothing contained herein shall be construed as requiring the Association to agree at all times with the Board's recommendations. The Association shall convene and administer an annual meeting of all ratepayers pursuant to the East Sprague PBI A Advisory Board Bylaws (December of each year). The Association will notify all ratepayers of the annual meeting and all Ratepayer Advisory Board meetings through a newsletter or some other written communication consistent with the East Sprague PBI A Advisory Board Bylaws.

2.2 Financial Reporting Requirements. All costs incurred or paid by the Association pursuant to this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, or other documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part of this Agreement shall be clearly identified and readily accessible to the City, and the City shall have the right to audit the records of the Association, as they relate to work performed under this Agreement, upon reasonable notice. The Association shall also maintain

financial records in accordance with Washington State Records Retention Law (chapter 40.14 RCW) for a period of three (3) years after receipt of final payment under this Agreement.

2.3 District Branding & Marketing. In the furtherance of SMC 04.31C.030(C), the Association shall work to create and build upon a unique identity for the PBIA, improve the public image of the East Sprague PBIA area and address the specific needs of potential users of area services. Branding and marketing services performed, supported, and/or coordinated by the Association may include, but are not limited to, branding and marketing plans, brochures, special events and festivals, advertising, arts and cultural activities, website maintenance, social media campaigns, and the promotion of the retail and other industry within the PBIA. The Association's work program also may include training, educational, and market research activities. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.4 Clean and Green. In the furtherance of SMC 4.31C.030(A), the Association may evaluate the current level of maintenance services provided by the City within the PBIA, project increased maintenance services that may be desirable to implement in the PBIA and estimate the costs for providing such increased maintenance services. The Association may investigate and evaluate the extent to which it can coordinate, support, and/or supplement private maintenance services currently handled by property owners within the BID including, but not limited to, district cleanliness, graffiti removal, streetscape trash collection from decorative bins or loose litter, sidewalk and parking snow removal and landscape pruning and weeding. The parties recognize that providing these supplementary services is subject to the PBIA's annual assessments and budgets. Within the PBIA's management, it may be necessary on occasion to make reallocations or shifts of the services provided to the ratepayers.

2.5 Safety and Security. In the furtherance of SMC 4.31C.030(D), the Association shall work to create a greater sense of safety and security with the PBIA by implementing a district safety and security program that may include, but is not limited to, advocacy for increased patrol, crime prevention and exploration of security measures and services. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.6 Transportation and Parking. In the furtherance of East Sprague revitalization and the PBIA, the Association shall provide advice and input to the City regarding transportation issues affecting the PBIA, including, but not limited to, parking signage time structure and enforcement, techniques to enhance pedestrian and traffic flow and safety, and mass transportation. In addition, the Association shall, in cooperation with City representatives, participate in efforts to develop an effective parking management program which may include, but not be limited to: (i) coordination of on-street parking; (ii)

parking validation; and (iii) signage to identify parking facilities and to direct users of the PBIA to key activity centers.

2.7 District Beautification. In the furtherance of the East Sprague revitalization and the PBIA SMC 4.31C.030(B), the Association shall work to develop and implement a district beautification program that may include, but is not limited to, wayfinding and commercial district signage, permitted street tree pruning and care, seasonal or holiday banners, decorative twinkle or holiday lighting, and hanging planters/pots of seasonal plantings. All district beautification activities involving the installation of new permanent amenities (e.g. garbage cans, benches, and bike racks) and the addition or adjustment of landscaping and stormwater facilities in public rights of way shall follow the current permitting and/or municipal code requirements and be reviewed by and coordinated with relevant City departments. The Association needs to contact the City of Spokane Planning and Economic Department who Administers the PBIA Administrating and Operations Agreement for the East Sprague when affixed streetscape amenities suffer damage or need repairs, including district irrigation systems, trash cans, pedestrian or streetlights, traffic signage, stormwater facilities: grates, trees or gardens, and or other amenities installed or managed by the City of Spokane. The Planning and Economic Development Department will notify the appropriate Department of the damage or needs.

2.8 Economic Development. In the furtherance of East Sprague revitalization, the PBIA the Association may establish “councils” for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, retail management concepts and marketing strategies, business retention and recruitment, development of East Sprague area housing and creation of neighborhood services that support living with the PBIA.

2.9 Administration. In the furtherance of the East Sprague revitalization, the PBIA SMC 4.31C.030 (E), the Association may utilize funds for administration of the PBIA programs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.10 Contingency Reserve. In the furtherance of the East Sprague revitalization and the PBIA SMC 4.31C.030 (F), the Association may set aside funds for unanticipated events or district maintenance needs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

ARTICLE THREE **COMPENSATION**

3.1 Annual Fee. For each calendar year during the term of this Agreement, as compensation for the services provided hereunder, the City shall pay to the Association an amount equal to the budget approved by the City Council for the agreed-upon

work program applicable to each such year, as adopted pursuant to Section 1.3 above. The budgeted amount will represent the annual assessment due from business and property owners within the BID, as authorized by RCW 35.87A and the East Sprague Parking and Business Improvement District Ordinance, as well as approved City funding contributions. An annual services fee may be paid to the Association in equal quarterly installments no later than the dates as follows: March 1, June 1, September 1, and December 1. In no event will the City pay the Association more money than is received from the levy of special assessments in the BID.

3.2 Invoices. The Association shall, on a quarterly basis and not less than fourteen (14) days prior to the first day of the next month, submit an invoice to the City reflecting amounts to be paid to the Association. In the event the due date of any installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

3.3 Payment. The City reserves the right to withhold payments hereunder pending timely delivery of services, program reports, or documents as are required under this Agreement; provided, no such payment will be withheld unless the City has provided the Association, no less than ten (10) business days before the due date of the payment, written notice of the City's intent to withhold the payment. In the event that the City determines in good faith that any BID assessment funds were expended by the Association for unauthorized or ineligible purposes, or constitute disallowed costs, the City may demand repayment of the funds in writing. Upon receiving a written demand, the Association will have thirty (30) days to repay the funds or to present the City with a written report showing that the challenged expenditures were proper. If the City and the Association cannot agree on the propriety of the challenged expenditure, the parties will submit the dispute to an arbitration panel comprised of the Chair and the Vice Chair of the Ratepayer Advisory Board and one representative from the Washington State Auditor's Office. The arbitration panel must render a decision regarding the challenged expenditure, which decision shall be binding on the parties, within thirty (30) days after the panel is convened. In the event the Association shall do so within thirty (30) days after written notice of such determination is delivered to the Association.

ARTICLE FOUR

TERM AND TERMINATION

4.1 Term. The term of the Agreement shall begin on January 1, 2023 and shall end on December 31, 2026. This is the final extension under RFP #4342-17. The City will issue a new RFP and will enter into a contract with an Association selected under the new procurement process.

4.2 Automatic Termination. This Agreement shall terminate automatically (i) at the end of any calendar year in which the City Council fails to approve a work program, assessment roll and budget for the succeeding calendar year as provided in Section 1.3 above, (ii) at the end of any calendar year in which the PBIA terminates or (iii) if the Association ceases to exist. In any such event, the Association will be paid compensation for services satisfactorily performed to the termination date.

4.3 Permissive Termination. This Agreement may be terminated by the Association upon thirty (30) days' written notice in the event the Association is unable to provide the full service required under this Agreement. The Association shall repay to the City any funds in the possession of the Association at the time of the termination of this Agreement that may be due to the City.

4.4 Termination for Cause. Either party may terminate this Agreement for cause upon giving the other party thirty (30) days' written notice of termination. As used herein, "cause" shall mean (i) the breach of any material term or condition of the Agreement, (ii) an unlawful act or unlawful failure to act relating to the subject matter of the Agreement, or (iii) the use of funds in any material amount for a purpose not authorized in the applicable work program and budget. The termination of this Agreement shall only become effective if the breaching party fails to cure the breach within the thirty (30) day period after notice has been given hereunder.

ARTICLE FIVE

QUALITY OF PERFORMANCE

5.1 Performance. The City shall judge in good faith the adequacy and efficacy of work performed, the sufficiency of records and the services delivered. If, during the course of this Agreement, the services rendered do not meet the desired results of the City, the Association shall correct, modify, and/or properly perform the services to the satisfaction of the City.

5.2 Indemnity/Hold Harmless. The City shall hold harmless, indemnify, and defend the Association from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the City or any of its agents, officers, or employees under this Agreement.

The Association shall hold harmless, indemnify, and defend the City from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the Association or any of its agents, officers, or employees under this Agreement.

5.3 Insurance. During the term of this Agreement, the Association shall maintain in force, at its own expense, each insurance noted below or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage of all their subject workers and Employer's Liability Insurance;

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 agents, officers, and employees are Additional Insureds but only with respect to the Association's services to be provided under this Agreement.

i. Acceptable supplementation Umbrella insurance coverage combined with Associations General Liability insurance policy must be a minimum of \$1,000,000, in order to meet insurance coverage limited required in this Agreement; and

C. Automobile Liability Insurance requirement has been waived. In the case of assignment or subcontracting Automobile Liability Insurance is required.

D. Professional Liability Insurance requirement has been waived. 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 Association or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Association shall furnish an acceptable insurance certificate to the City, naming the City of Spokane as "Additional Insured", at the time the Association returns the signed Agreement.

ARTICLE SIX MISCELLANEOUS

6.1 Parties-in-Interest and Assignment. This Agreement is binding upon and is for the benefit of the parties hereto and the respective successors and assigns, and no third person who is not a party hereto shall have any rights under this Agreement, either as a third party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

6.2 Notices. Any notice, document, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally or by regular U.S. mail, postage prepaid, addressed as follows:

If to City: Community and Economic Development Division
City of Spokane
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3303
Attention: Director

If to Association: East Sprague Business Association
PO Box
Spokane, WA 99202
Attention: Darrel Reber

or to such other person or address as any such party may designate by written notice as provided in this Section 6.2. Any notice or other document or report hereunder shall be deemed delivered or given as of the date received, if delivered in person, or as of the date sent if mailed.

6.3 Entire Agreement. This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules, and appendices hereto, nor or hereafter created, are incorporated into this Agreement by reference and made a part hereof. The terms “hereof,” “herein,” and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules, and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the parties hereto or their respective successors or assigns.

6.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington, and handled by a court of competent jurisdiction in the County of Spokane. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

6.5 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.

6.6 Amendments/Modifications: This Agreement may be modified by the parties in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

6.7 City of Spokane Business License. Section 08.01.070 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 Association shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the 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.

6.8 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.

6.9. 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 Association after the time the same shall have become due nor payment to the Association 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.

6.10 Taxes, Fees and Licensing.

A. Association 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 Association'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.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

East Spokane Business Association

By: _____

Title: _____

Attachments that are part of this Agreement:
Exhibit A – Work Plan



Agenda Sheet for City Council Meeting of*

01/23/2023

Briefing date: 01/23/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 1/12/2023

Clerk's File # OPR 2023-0034

Renews #

Submitting Dept*: MUNICIPAL COURT

Cross Ref # ORD C36350

Contact Name & Phone*: SARAH THOMPSON 625-4146

Project #

Contact E-Mail*: STHOMPSON@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept # 0560 GRANT AWARD FROM SMITH-BARBIERI PROGRESSIVE FU

Agenda Wording*: (94 character max) Additional attached? The Spokane Municipal Court Therapeutic Court programs are the recipient of a grant award from the Smith-Barbieri Progressive Fund in the amount of \$13,000.

Summary (Background)*: (357 character max.) Additional attached? The grant award will be utilized in both Community Court and Veteran's Court to purchase bus passes and basic needs for the court participants.

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account Additional attached?

| | | | | |
|---------|----|----------|---|------------------------------|
| Expense | \$ | \$11,400 | # | 1360-91212-12500-53202-99999 |
| Expense | \$ | \$1,600 | # | 1360-91212-12500-53201-99999 |
| Revenue | \$ | \$13,000 | # | 1360-91212-99999-36711-99999 |
| Select | \$ | | # | |

Approvals Council Notifications (Date) None

Dept Head DELANEY, HOWARD Study Session / Other Urban Exp 01/09/2023

Division Director LOGAN, MARY Council Sponsor CP Beggs/CM Wilkerson

Finance Distribution List (Emails preferred) Additional?

Legal HARRINGTON, MARGARET hdelaney@spokanecity.org

For the Mayor sthompson@spokanecity.org

Additional Approvals mdiamond@spokanecity.org

Purchasing aharte@spokanecity.org

ACCOUNTING - GRAI MURRAY, MICHELLE jlargent@spokanecity.org

Select Dept 2 kbustos@spokanecity.org

Select Dept 3

Save Cancel View Related Documents

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | sthompson@spokanecity.org , 625-4146 |
| Council Sponsor(s) | CP Beggs; CM Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Smith-Barbieri Progressive Fund - Grant SBO |
| Summary (Background) | <p>The Spokane Municipal Court Therapeutic Court programs are the recipient of a grant award from the Smith-Barbieri Progressive Fund in the total amount of \$13,000 to be utilized in two therapeutic courts.</p> <p><u>Veterans Court Award: \$5,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$850 of the award will be allocated to the purchase of 100, 7-day bus passes.</p> <p>The remaining \$4,150 will be allocated to basic needs of the participants. Basic needs may include haircuts, clothing, food, shelter, and other individual needs.</p> <p><u>Community Court Award: \$8,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$750 of the award will be allocated to the purchase of multiple 2-hour and 1-day bus passes.</p> <p>The remaining \$7,250 will be allocated to purchase warm gear and basic needs. Items may include jackets, blankets, hand warmers, gloves, socks, hats, boots, haircuts, eyeglasses, laundry services, food, shelter, and other individual needs.</p> |
| Proposed Council Action & Date: | Approve SBO on January 23, 2023 |
| <p>Fiscal Impact: Total Cost: <u>\$13,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Smith-Barbieri Foundation grant</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts | |

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Veterans Court and Community Court work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the Veterans Court and Community Court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

From: [Largent, Jennifer](#)
To: [Bustos, Kim](#)
Subject: FW: Grant requests
Date: Thursday, January 12, 2023 15:54:00

Initial email from Sarah for reference for Smith-Barbieri!

From: Thompson, Sarah <sthompson@spokanecity.org>
Sent: Wednesday, December 21, 2022 11:23 AM
To: Largent, Jennifer <jlargent@spokanecity.org>
Subject: FW: Grant requests

From: Lerria Schuh <lerria@smith-barbieri.com>
Sent: Monday, November 21, 2022 1:48 PM
To: Thompson, Sarah <sthompson@spokanecity.org>
Subject: Grant requests

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Sarah!

Thank you for your grant applications for Veterans and Community Court. We are familiar with both courts and are very appreciate for all of the support these specific courts provide for our community members who need the resources.

We are pleased to offer the following:

Community Court: \$8,000 for the use of purchasing warm clothing, transportation and other basic needs items.

Veterans Court: \$5,000 for the purchase of transportation and basic need items

In regards to the transportation/bus passes have you applied to purchase bus passes at 50% off the price with STA? If not, we are able to purchase at 50% off and would like to facilitate the bus pass purchase in order to maximize our investment for you. If this is of interest to you, let me know how many bus passes you would like, or the portion of the grant funds you want to use on passes, and we will procure them for you, ensuring you can double the total number. Also please advise if you prefer the 2 hour or full day passes.

Also, please advise who we should write the checks out to and when you need payment.

Thank you for your support of these courts and their participants. Sometimes folks need a little help to achieve their goals, and we're glad to provide a little support to ease the way.

In solidarity for equity, opportunity & security for all,

Lerria A. Schuh
Executive Director
Smith-Barbieri Progressive Fund
Mobile: 509-863-2249

Pronouns: she/her



Agenda Sheet for City Council Meeting of*

01/23/2023

Briefing date: 01/23/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 1/12/2023

Clerk's File # OPR 2023-0035

Renews #

Submitting Dept*: MUNICIPAL COURT

Cross Ref # ORD C36351

Contact Name & Phone*: HOWARD DELANEY 625-4450

Project #

Contact E-Mail*: HDELANEY@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept #
0560 GRANT AGREEMENT FROM WTSC FOR DUI COURT (2022/2)

Agenda Wording*: (3 character max) Additional attached?
Grant award from the Washington Traffic Safety Commission for \$50,000 the period October 01, 2022 through September 30, 2023. This is a pass-through fed grant from the US Department of Transportation National Highway Traffic Safety Administration.

Summary (Background)*: (330 character max.) Additional attached?
The Washington Traffic Safety Commission has awarded a grant to the DUI Court for another year. This award is exclusively for drug/alcohol testing for court participants.

Lease? Yes No Grant related? Yes No Public Works? Yes No

| | | | |
|----------------------|----------|---|------------------------------|
| Fiscal Impact | | Budget Account <input type="checkbox"/> Additional attached? | |
| Expense ▼ \$ | \$50,000 | # | 1360-91211-12500-54101-99999 |
| Revenue ▼ \$ | \$50,000 | # | 1360-91211-12500-33320-99999 |
| Select ▼ \$ | | # | |
| Select ▼ \$ | | # | |

| | | | |
|-----------------------------|----------------------|--|-----------------------|
| Approvals | | Council Notifications (Date) <input type="checkbox"/> None | |
| Dept Head | DELANEY, HOWARD | Study Session / Other | Urban Exp 01/09/2023 |
| Division Director | LOGAN, MARY | Council Sponsor | CP Beggs/CP Wilkerson |
| Finance | | Distribution List (Emails preferred) <input type="checkbox"/> Additional? | |
| Legal | HARRINGTON, MARGARET | hdelaney@spokanecity.org | |
| For the Mayor | | sthompson@spokanecity.org | |
| Additional Approvals | | mdiamond@spokanecity.org | |
| Purchasing | | aharte@spokanecity.org | |
| ACCOUNTING - GRAI ▼ | MURRAY, MICHELLE | jlargent@spokanecity.org | |
| Select Dept 2 ▼ | | kbustos@spokanecity.org | |
| Select Dept 3 ▼ | | | |

Save Cancel View Related Documents

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|---|--|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | sthompson@spokanecity.org , 625-4146 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Washington Traffic Safety Commission Award SBO |
| Summary (Background) | <p>The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use disorders.</p> <p>DUI Court is the recipient of \$50,000 from the Washington Traffic Safety Commission. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will be used for fees to provide drug and alcohol screening/testing services of indigent DUI Court participants.</p> |
| Proposed Council Action & Date: | Approve SBO on January 23, 2023 |
| <p>Fiscal Impact: Total Cost: <u>\$50,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Washington Office of Traffic Safety</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: no match required</p> | |
| Operations Impacts | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.</p> | |

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Spokane Municipal Court, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project 2023-AG-4779-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Impaired driving continues to be the most common contributing factor in Washington’s traffic fatalities, represented in more than half of all traffic fatalities year after year. Impaired driving often stems from the driver having additions to alcohol and/or impairing substances. These drivers are at a high risk to repeatedly drive while impaired.

Treatment for high-risk impaired drivers is important and so is having an intensive monitoring program, such as DUI Courts. The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and also long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19% less likely to reoffend, while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior.

3.1.2 Project Purpose and Strategies

The purpose of this project is to ensure that participants of Spokane Municipal DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening for participants who do not have the financial means to pay for these services.

Strategies used:

Countermeasures That Work (2021): Strategy 3.1 DWI Courts

WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.

3.2 PROJECT GOALS, OBJECTIVES AND MEASURES

Goal 1 - Ensure that 100% of DUI Court participants are tested at least monthly for drug and alcohol use.

| Objective | Objective Details | Completion Date |
|---|--------------------------------------|-----------------|
| Develop participant screening policy to identify financial barriers to pay for urinalysis testing services. | Send WTSC this policy when complete. | 10/31/2022 |
| Conduct drug and alcohol testing using urinalysis methods for all DUI Court participants per phase structure, ranging from 3 to 8 times per month. | | 09/30/2023 |
| Provide analysis of testing results to WTSC each quarter. | | |
| Attach a summary report to each quarterly progress report. This report should include data such as: <ul style="list-style-type: none"> • Number and percentage of DUI Court participants who are tested each quarter. • Test results. • Number of DUI Court participants who are sanctioned due to positive drug or alcohol test. | | 09/30/2023 |

| Measure | Reporting Frequency | Type | Target |
|---------|---------------------|------|--------|
|---------|---------------------|------|--------|

| | | | |
|--|-----------|---------|-----|
| Number of DUI Court participants who are determined to be eligible for financial assistance for drug and alcohol testing. | Quarterly | Process | 25 |
| Percentage of DUI Court participants receiving financial assistance who do not have a positive drug or alcohol test during the reporting period. | Quarterly | Process | 100 |
| Percentage of DUI Court participants eligible for financial support who are tested each quarter. | Quarterly | Outcome | 100 |

3.3. COMPENSATION

3.3.1. The cost of accomplishing the work described in the SOW will not exceed \$50,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10 which can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$5,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$5,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America. Any equipment purchased with NHTSA funds, must be used exclusively for traffic safety purposes or the cost must be pro-rated.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when prompted.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$5,000 or greater, and small and

attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.3.10. SUMMARY OF PROJECT COSTS

| BUDGET CATEGORY | DESCRIPTION | AMOUNT |
|--------------------------------|-------------|-------------|
| Employee salaries and benefits | | \$0.00 |
| Travel | | \$0.00 |
| Contract Services | | \$0.00 |
| Goods and Services | | \$50,000.00 |
| Equipment (listed below) | | \$0.00 |
| Indirect Costs | | \$0.00 |
| TOTAL | | \$50,000.00 |

Goods and Services: \$50,000

Funding will be used for fees to provide drug and alcohol screening/testing services of indigent DUI Court clients.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, must be received by WTSC no later than August 10, 2023. All invoices for goods received or services performed between July 1, 2023, and September 30, 2023, must be received by WTSC no later than November 15, 2023. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

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

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or

revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this

Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local

legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

| The Contact for the SUB-RECIPIENT is: | The Contact for WTSC is: |
|---|--|
| Sarah Thompson sthompson@spokanecity.org 509-625-4146 | Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext. |

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

Howard F. Delaney Digitally signed by Howard F. Delaney
Date: 2022.10.04 15:16:39 -07'00'

Signature

__Howard F. Delaney_____

Printed Name

__Court Administrator_____

Title

__October 4, 2022_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Pamela E Digitally signed by Pamela E
DN: cn=Pamela E, o=WTSC, ou,
email=ppannkuk@wtsc.wa.gov,
c=US
Date: 2022.10.05 05:35:36 -07'00'

Signature

Pam Pannkuk

Printed Name

Deputy Director

Title

10-05-2022

Date



Agenda Sheet for City Council Meeting of*

01/23/2023

Briefing date: 01/23/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 1/12/2023

Clerk's File # OPR 2023-0036

Renews #

Submitting Dept*: MUNICIPAL COURT

Cross Ref # ORD C36352

Contact Name & Phone*: HOWARD DELANEY 625-4450

Project #

Contact E-Mail*: HDELANEY@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept # 0560 GRANT AGREEMENT FROM AOC FOR DVITC TREATMENT/

Agenda Wording*: (111 character max) Additional attached? Grant award GRT23999 from the WA Administrative Office of the Courts (AOC) for \$421,018 for the period July 01, 2022 through June 30, 2023.

Summary (Background)*: (0 character max.) Additional attached? The grant funding will primarily provide treatment services with substance use disorders or other behavioral needs with community-based therapeutic interventions. Currently the Municipal Court operates therapeutic courts in the areas of Community Court, Veteran's Court, DUI Court, and a joint-operated Mental Health Court w/ Spokane County District Court but does not have a therapeutic court designed and dedicated to address the high rate of domestic violence with and/or without illicit drug use.

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account Additional attached? Expense \$ \$320,000 # 1360-91213-12500-54101-99999 Expense \$ \$70,018 # 1360-91213-12500-51001/52***-99999 Expense \$ \$31,000 # 1360-91213-12500-54404/53201-99999 Revenue \$ \$421,018 # 1360-91213-99999-33775-99999

Approvals Council Notifications (Date) None

Dept Head DELANEY, HOWARD Study Session / Other Urban Exp 01/09/2023

Division Director LOGAN, MARY Council Sponsor CP Beggs/CM Wilkerson

Finance Distribution List (Emails preferred) Additional?

Legal HARRINGTON, MARGARET hdelaney@spokanecity.org

For the Mayor sthompson@spokanecity.org

Additional Approvals mdiamond@spokanecity.org

Purchasing aharte@spokanecity.org

ACCOUNTING - GRAI MURRAY, MICHELLE jlargent@spokanecity.org

Select Dept 2 kbustos@spokanecity.org

Select Dept 3

Save Cancel View Related Documents

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|----------------------------------|--|
| Submitting Department | Spokane Municipal Court |
| Contact Name | Howard Delaney |
| Contact Email & Phone | hdelaney@spokanecity.org , 625-4450 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Administrative Office of the Courts – DVITC Grant SBO |
| Summary (Background) | <p>Domestic Violence Intervention Therapeutic Court Grant</p> <p>The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.</p> <p>On July 20, 2022, the Washington State Administrative Office of the Courts provided notice to the Court that a quick grant submission in June 2022 was approved funding the above request to develop and implement a new Domestic Violence Intervention Therapeutic Court. The grant award shall fund two dedicated full-time Project Community Justice Counselors, Project Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants.</p> <p>The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane Prosecutor’s Office, Spokane Public Defender’s Office, Municipal</p> |

*use the Fiscal Impact box below for relevant financial information

Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion. The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.

The AOC funding award includes the following:

1. Therapeutic Court Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$70,018.00 |
| Staff Equipment & Training | \$6,000.00 |
| Treatment Services/Compliance Monitoring | \$320,000.00 |
| Other Participant Services* | \$25,000.00 |
| Total Request for these Grant Funds: | \$421,018.00 |

* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a “gift.”

2. Community Justice Counselors Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$220,000.00 |
| Staff Equipment & Training | \$12,000.00 |
| Treatment Services/Compliance Monitoring | \$25,000.00 |
| Other Participant Services* | \$36,800.00 |
| Total Request for these Grant Funds: | \$293,800.00 |

| | |
|------------------------------------|-----------|
| Funding for Therapeutic Courts | \$421,018 |
| Funding for Comm. Just. Counselors | \$293,800 |
| Total: | \$714,818 |

Proposed Council Action

Approve SBO on January 23, 2023

Fiscal ImpactTotal Cost: \$714,818Approved in current year budget? Yes No N/AFunding Source One-time Recurring

Specify funding source: AOC DVITC Grants

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.

GRANT AGREEMENT - GRT23999
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Spokane Municipal Court

THIS AGREEMENT (Agreement) is made by and between, **Washington State Administrative Office of the Courts (AOC)** and Spokane Municipal Court, (Grantee), (collectively as the **Parties** and individually each as a **Party**).

The Parties hereby enter into this Agreement whereby Grantee will perform certain services for, and provide product deliveries to AOC. Grantee is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

1. SCOPE OF WORK

Grantee must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Grantee's jurisdiction in accordance with the Grantee's grant application, and Statement of Work (Attachment A). This contract constitutes an official award letter.

2. TERM AND PERIOD OF PERFORMANCE

This Agreement's period of performance runs from July 1, 2022 through June 30, 2023, unless otherwise terminated (Term). Notwithstanding the foregoing, this Agreement and all its terms and conditions shall remain in full force and effect until all deliverables are completed or otherwise terminated, and this Agreement is terminated and/or completed.

3. COMPENSATION AND PAYMENT

The awarded amount is **\$421,018.00**. Grantee will use the funds for the following cost categories (these amounts need to match what the grantee submitted in their application):

| Cost Category | Amount |
|-------------------------------|------------|
| Personnel salaries & benefits | \$ 70,018 |
| Staff equipment & training | \$ 6,000 |
| Treatment services | \$ 320,000 |
| Other participant services | \$ 25,000 |
| Total | \$ 421,018 |

Grantee may vary the amount in any particular category by up to 10%, but any adjustments beyond 10% require the explicit written consent of AOC's Project Manager, and in no case

may the total amount exceed the awarded amount above.

This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Grantee will submit an invoice after the completion and acceptance of each deliverable noted above.

This amount will be disbursed in two allotments, one in August 2022 and the second in January 2023 upon receipt of a properly filled out Form A-19.

4. REPORTING

The Grantee must submit quarterly reports to AOC documenting the progress of their therapeutic court program. These reports will provide:

- The number of program participants for the corresponding quarter,
- The services provided to program participants for the corresponding quarter,
- The cost of services provided to program participants for the corresponding quarter,
- Other costs accrued by the Grantee to support the therapeutic court program during the corresponding quarter, and
- Any challenges faced by the Grantee in operating their therapeutic court program during the corresponding quarter.

Reports shall be **submitted to**

https://inside.courts.wa.gov/apps/therapeuticgrants/view/dsp_therapeuticgrants.cfm on the following schedule:

| Period | Report Due |
|---------------------|-------------------------|
| 07/01/22 - 09/16/22 | 09/30/22 |
| 09/17/22-02/14/23 | 02/28/23 |
| 02/15/23-06/30/23 | 07/15/23 (final report) |

Failure to submit a report by the due date may adversely affect the Grantee's eligibility for future funding.

5. BILLING PROCEDURES

Grantee will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov. Invoices shall be submitted no more than twice during the pendency of the contract. Incorrect or incomplete invoices shall be returned by AOC to Grantee for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number GRT23999;
- B. Grantee name, address, phone number;
- C. Grantee Federal Tax Identification Number;

- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Grantee.

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

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

6. SAFEGUARDING OF INFORMATION

The use or disclosure by the Grantee of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Grantee's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

7. CONFLICT OF INTEREST

Grantee warrants that at the date of execution of this Agreement, no organizational conflict of interest exists or is likely to arise in the performance of its obligations under the Subcontract. Grantee warrants that it shall advise AOC immediately if a conflict of interest arises in the future.

8. PROJECT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract.

| AOC Project Manager | Grantee Project Manager |
|--|---|
| <p>Stephanie Oyler PO Box 41170 Olympia, WA 98504-1170 Stephanie.Oyler@courts.wa.gov 360-890-0901</p> | <p>Michael Diamond 1100 W Mallon Ave Spokane, WA 99260 mdiamond@spokanecity.org 509-622-5806</p> |

9. ASSIGNMENT

Grantee agrees that none of the deliverables to be furnished under this Agreement shall be assigned or subcontracted (including to independent consultants) without the prior written permission of AOC.

10. TERMINATION

A. Termination for Default

The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the Grantee to perform any of the obligations or provisions required by the contract. In the event of default, the Grantee shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Grantee was not in default, or (ii) the Grantee's failure to perform is without Grantee's and/or SubGrantee's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

B. Termination for Convenience

Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the Grantee, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.

11. DISPUTES

The Parties agree to attempt to resolve any dispute arising under this Agreement first by elevating the matter to appropriate levels of management within each organization. Grantee agrees that pending any decision, appeal or judgment on the settlement of any dispute arising under this Agreement, Grantee shall proceed diligently with the performance of this Agreement.

12. INDEMNIFICATION

The Grantee shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Grantee's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind.

13. FORCE MAJEURE

Neither Grantee nor AOC shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except SubGrantees).

14. REPRESENTATION AND CERTIFICATIONS

Grantee shall complete all required Representations and Certifications as they apply to this Agreement, if any. Grantee further agrees that it will provide additional or annual Representations and Certifications as may be requested by AOC in connection with this Agreement, and also agrees to promptly notify AOC of any changes which modify the information contained in any such Representations and Certifications.

15. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this Agreement.

16. INDEPENDENT GRANTEES

Grantee is an independent Grantee in relation to AOC with respect to all matters arising under this Agreement. Nothing herein shall be construed to establish a partnership, joint venture, association or employment relationship between the parties. Neither Party shall be deemed to be an agent of the other or to have any authority to bind or create any obligation, express or implied, on behalf of the other.

17. WHOLE AGREEMENT

This Agreement and the SOW attached hereto contain and embody the entire agreement of the Parties hereto and supersede all prior agreements, negotiations and discussions between the Parties hereto. Any representation, inducement or agreement that is not contained in this Agreement shall not be of any force or effect. Except as otherwise expressly provided in this Agreement, this Agreement may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both Parties hereto.

18. GOVERNING LAW/VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of Washington without giving effect to the principles of conflict of laws thereunder.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall constitute one and the same Agreement.

20. WAIVER

No Party shall be deemed to have waived any right hereunder unless such waiver is in writing, and the waiver or failure of either Party to exercise in any respect any right provided for herein shall not be a waiver of any further right hereunder.

21. SEVERABILITY

If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed within the invalid portion eliminated.

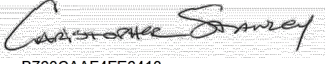
22. HEADINGS

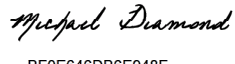
Any headings used in this Agreement are for purposes of organization only and have no independent legal significance.

In **WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed as of the day and year below written.

Administrative Office of the Courts

Grantee

DocuSigned by:

B768CAAF4FE6416...
Signature _____
8/3/2022
Date

DocuSigned by:

BF0E646DB6E948F...
Signature _____
8/3/2022
Date

Christopher Stanley
Name

Michael Diamond
Name

Director, MSD
Title

Director of Community Justice Services
Title

Attachment A**Statement of Work:**

The Grantee must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Grantee's jurisdiction in accordance with the Grantee's grant application.

Funds can be used for the following costs categories:

- personnel salaries & benefits,
- staff equipment & training,
- treatment services (therapeutic services specifically designed to address SUD and MH) & compliance monitoring, and
- other participant services (other supportive services meant to ensure participant success- i.e. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water and snacks).

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Grantee (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Grantee's contract.

The Grantee shall submit quarterly reports to AOC documenting the progress their therapeutic court program. These reports shall provide:

- the number of program participants for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- the cost of services provided to program participants for the corresponding quarter
- other cost accrued by the Grantee to support the therapeutic court program during the corresponding quarter, and
- challenges faced by the Grantee in operating their therapeutic court program during the corresponding quarter.

Reports shall be **submitted to**

https://inside.courts.wa.gov/apps/therapeuticgrants/view/dsp_therapeuticgrants.cfm on the following schedule:

Reporting schedule:

| Period | Report Due |
|-------------------|----------------------------|
| 07/01/22-09/16/22 | 09/30/22 |
| 09/17/22-02/14/23 | 02/28/23 |
| 02/15/23-06/30/23 | 07/15/23 (final report) |

Failure to submit a report by the due date may adversely affect the Grantee's eligibility for future funding.

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

APPLICATION FOR GRANT FUNDING

Therapeutic Courts and Community Justice Counselors in Courts of Limited Jurisdiction

The 2022 Supplemental Budget includes funds to be awarded to courts for the following purposes:

1. For the creation of new therapeutic courts or the expansion of services being provided to an existing therapeutic court. Funding may not supplant existing funds utilized for this purpose. **(\$4,900,000 total available statewide);**
2. Support community justice counselors and community coordinators that work with municipal and district court drug and therapeutic court programs. Community justice counselors are responsible for working with court participants to ensure connection to community services and existing resources to support completion of court requirements. Funding may also be used for additional supports for participants, including bus passes and other transportation assistance, basic cell phones and phone cards, and translation services. **(\$2,469,000 total available statewide);**

Please contact Stephanie Oyler, Court Association Coordinator, with questions [or to email your completed application along with supporting documentation] at stephanie.oyler@courts.wa.gov or 360-890-0901. Your application must be signed/dated by the Presiding Judge and Court Administrator. The final deadline for applications is **5:00 PM June 17, 2022**. Applications will be reviewed, and monies awarded by **July 8, 2022**.

1. Name and Title of Applicant: Spokane Municipal Court, Domestic Violence Intervention Therapeutic Court
2. Jurisdiction: City of Spokane, Spokane County, WA
3. Phone number and email: 509-625-5876, mlogan@spokanecity.org
4. Are you applying for (check all that apply):

| | |
|--|-----------|
| <input checked="" type="checkbox"/> Funding for Therapeutic Courts | \$421,018 |
| <input checked="" type="checkbox"/> Funding for Community Justice Counselors | \$293,800 |
| TOTAL: | \$714,818 |

5. Have you applied in the past? If yes, please specify if you would like your prior application considered. If so, please state that clearly, leave the remainder of the form blank, and complete the signature box at the end. Yes, however the current application is a shift in focus from a Municipal Drug Court to a Domestic Violence Intervention Therapeutic Court which may provide a more strategic and comprehensive service to those individuals who are engaged with domestic violence/assaultive behavior and are drug and/or alcohol affected.
6. Has your court or city already received funds to support the activities for which you're requesting these state funds (this includes other grants, CARES funding or any other COVID relief funding): No Yes
5a. If yes, please describe including dollar amounts:
7. From the following three options, please select the category that best represents your court's current position. Please select only one.

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

APPLICATION FOR GRANT FUNDING

Therapeutic Courts and Community Justice Counselors in Courts of Limited Jurisdiction

My court does not have an existing therapeutic court program or any community justice counselors. Spokane Municipal Court has existing therapeutic courts but is seeking to develop and implement a new therapeutic court. In addition, the Court and Community Justice Services has the first Community Justice Counselors in the state but is seeking additional CJC's to support the Court's request.

My court has an existing therapeutic court program that it would like to expand or would like to hire additional community justice counselors.

My court has an existing therapeutic court program, and we need additional funding to maintain it.

8. Please describe your court's proposed program or your court's need for community justice counselors, including your planned start date and target population. If you have an existing program, please describe your program and how your program will expand with this grant funding.

The City of Spokane is a mid-size city, fourth largest in the state, yet still has four of the top 10 lowest income ZIP Codes in the state with an estimated 19.4% of city residents being at or below the poverty line with homelessness and behavioral health concerns being an important challenge. Data obtained from the Spokane Municipal Court indicates that between 2016 and 2021 there was an average of 846 Assault 4 – DV charges filed and 606 Violation of No Contact Order charges filed per year. Additionally, the outlined period shows a total of 10,717 domestic violence related charges filed, or an average of 1,786 charges filed per year. Nationally, statistics have shown that nearly 80% (8,773 of the cases noted above) of Domestic Violence related offenses are drug and/or alcohol involved and that addressing domestic violence, substance use, and/or mental health issues simultaneously has shown to be the most effective manner in reducing violent crime. Spokane's high rate of domestic violence crime has been a primary focus of the City Administration, and the AOC grant opportunities provides the best resource to develop a therapeutic court to effectively address the City's domestic violence problem. Currently the Municipal Court operates therapeutic courts in the areas of Community Court, Veteran's Court, DUI Court, and a joint-operated Mental Health Court with Spokane County District Court but does not have a therapeutic court designed and dedicated to address the high rate of domestic violence with and/or without illicit drug use and alcohol involvement.

The Court proposes funding for two dedicated full-time Community Justice Counselors, a Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants. The Domestic Violence Intervention Therapeutic Court team members will match in-kind all time, space, supplies, technology, and compensation towards funding received from the Administrative Office of Courts including any operational expenses associated with any FTE hired from the AOC funding.

The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

APPLICATION FOR GRANT FUNDING

Therapeutic Courts and Community Justice Counselors in Courts of Limited Jurisdiction

and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.

The Spokane Community Justice Services department is comprised of a Pretrial Services Unit, Electronic Monitoring Unit, and Alpha Case Management unit. The incorporation of Community Justice Services allows for each DVITC participant to have Electronic Monitoring (alcohol detection and/or global positioning satellite tracking "GPS") applied, if required. The Pretrial Services Unit will have the ability to screen eligible defendants in-custody providing financial, risk, and need information to parties. In addition, the Pretrial Services Unit will screen defendants prior to first appearance to determine potential therapeutic court applicants and provide notice to parties to decrease entry time into the therapeutic court. The enhanced program will address the high rate of domestic violence, drug abuse, and addiction involved domestic violence, improve harm reduction strategies to support domestic violence victims, and increase the referral rate and compliance rate of treatment services.

9. Briefly explain how your court's program does or will comply with evidence-based best practices if chosen to receive grant funding.

The Municipal Court has a long history of therapeutic court operation and has an established pattern of implementing and maintaining evidence-based practices. The Domestic Violence Intervention Therapeutic Court will incorporate evidence-based practices as outlined by the National Association of Drug Court Professional and National Drug Court Institute key components for therapeutic courts. The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane Prosecutor's Office, Spokane Public Defender's Office, Municipal Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion. The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.

The Domestic Violence Intervention Therapeutic Court will utilize validated risk and needs assessment tools to ensure each participant meets the eligibility criteria of the program. The Community Justice Counselors, through the Community Justice Services Department, will assess participants to determine risk level, criminogenic needs and non-criminogenic barriers and refer participants to programs and services defined as evidence-based including cognitive behavioral interventions. The focus of the DVITC will be those individuals who have been assessed as Moderate to High Risk and Moderate to High Need, ensuring those individuals who require a higher level of care are receiving the appropriate identified supervision and services. Research has demonstrated that programs that adhere to the principles of risk, need, and responsivity and use a cognitive behavioral approach are the most effective at reducing recidivism (domestic assault/violence). In addition to targeting the most intensive supervision and services for people who are most likely to reoffend (risk principle), DVITC will focus treatment on criminogenic needs (dynamic factors that contribute to the likelihood of reoffending), such as criminal thinking or attitude (needs principle). DVITC will be implemented in a way that promotes active participation (e.g., making accommodations for language or literacy issues) and will rely on methods that are effective with people in the criminal justice system, such as cognitive behavioral programs (responsivity principle).

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

APPLICATION FOR GRANT FUNDING

Therapeutic Courts and Community Justice Counselors in Courts of Limited Jurisdiction

10. Briefly explain how your court's program does or will address racial inequities and increase access to the courts.

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

The identified Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

11. Briefly explain how your court collaborates with other courts and community partners to address substance use disorder and the behavioral health needs of defendants.

The Spokane Municipal Court and therapeutic court programs foundations are built upon a collaborative community partnership approach to address various mental health and substance abuse disorders. The focus of the therapeutic court is addressing the underlying causes of law enforcement contact which are identified through the Court's use of validated risk and need assessment tools. Participants are referred to select providers to obtain full assessments or evaluations to determine what level of need and case management is appropriate. The DVITC will incorporate the various identified issues as part of an individualized, targeted, behavioral modification case plan for each participant.

The AOC funding opportunity will assist the Spokane Municipal Court in developing and implementing the City's first Domestic Violence focused therapeutic court which will allow for strong community partnerships with local advocacy offices, housing shelters, social service agencies, and treatment agencies who are trained and licensed to provide domestic violence treatment services as well as mental health, substance use, and social services. Due to nearly 73% of defendants engaged with the Spokane Municipal Court being at, or below, the 125% poverty threshold, having the financial means to provide this required treatment to address domestic assaults and violence is a critical component of the Court's request. In addition, the multi-disciplinary team will incorporate key justice system stakeholders while incorporating treatment providers, domestic violence advocates, and community peer members to support the behavioral changes of the DVITC participants.

12. Provide a justification statement, including priority of costs for potential funding.

The City of Spokane Municipal Court seeks an award of the Washington State Administrative Office of the Courts. The City of Spokane is home to 220,000 residents and resides within Spokane County, Washington, with a service population of over 500,000 citizens. The Court receives on average over 7,000 criminal and 10,000 infraction filings a year and is a court of limited jurisdiction. The Court request a great allowance totaling \$714,818 split between the Therapeutic Court Grant and Community Justice Counselors Grant solicitations to develop and implement a Domestic Violence Intervention Therapeutic Court (DVITC) for defendants charged with an eligible Domestic Violence offense with, or without, drug and alcohol involvement. Participants must qualify as Moderate/High Risk and Moderate/High Need of committing a supervision violation or recidivating. Presently, Community Justice Services supervises 1,900 defendants, with over 2,000 case files. Approximately 36%, or 684 cases, under community supervision are directly related to domestic assaults/violence and 70%, or 1,330 cases, are directly related to drugs or alcohol. The Court will

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

APPLICATION FOR GRANT FUNDING

Therapeutic Courts and Community Justice Counselors in Courts of Limited Jurisdiction

utilize this award to engage eligible defendants in an evidence-based approach, incorporating risk-need-responsivity supervision model. The award will provide two Community Justice Counselors (total compensation is \$110,000 per CJC) who will assess, case manage, and supervise each DVITC participant applying best practices in community supervision and therapeutic court best practices to reduce no contact order violations, recidivism, supervision violations, victim harassment/harm, and improve victim/public safety through supervision strategies. Funding will also be used to hire a Community Justice Specialist to assist the Community Justice Counselors and Therapeutic Court Coordinator in implementing and operating the DVITC program and ensuring community engagement and participation is strongly maintained. The Court will utilize treatment services and participant services funding to pay for Domestic Violence Intervention Treatment (not covered by insurance), drug and alcohol testing, electronic monitoring, contracting with a local medical provider to incorporate a Medically Assisted Treatment component, transportation assistance, phone assistance, housing assistance, and program meals, snacks, and water. The Court will utilize a new Court/CJS management system to track participants from arrest through program completion. The data collected will include social demographic information, urinalysis testing, treatment compliance, sanction/incentive history, assessment and re-assessment outcomes and pre/post DVITC recidivism data. The Community Justice Counselors and Community Justice Specialist will coordinate and facilitate evidence-based programs and coordinate services between justice and treatment partners. The Spokane Municipal Court has not previously received an AOC grant for Therapeutic Court development or Community Justice Counselor hiring. The Community Justice Services department includes Community Justice Counselors and Specialists, the first in the state.

13. For Therapeutic Court Grant Applicants - Please provide your anticipated costs (utilizing grant funds) for each of the following cost categories:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$70,018.00 |
| Staff Equipment & Training | \$6,000.00 |
| Treatment Services/Compliance Monitoring | \$320,000.00 |
| Other Participant Services* | \$25,000.00 |
| Total Request for these Grant Funds: | \$421,018.00 |

* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a “gift.”

14. For Community Justice Counselors Grant Applicants - Please provide your anticipated costs (utilizing grant funds) for each of the following cost categories:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$220,000.00 |
| Staff Equipment & Training | \$12,000.00 |
| Treatment Services/Compliance Monitoring | \$25,000.00 |
| Other Participant Services* | \$36,800.00 |
| Total Request for these Grant Funds: | \$293,800.00 |

Presiding Judge (Print Name):

Signature: _____ Date: _____

Administrator (Print Name):

Signature: _____ Date: _____



Agenda Sheet for City Council Meeting of*

01/23/2023

Briefing date: 01/23/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 1/12/2023

Clerk's File # OPR 2023-0037

Renews #

Submitting Dept*: MUNICIPAL COURT

Cross Ref # ORD C36352

Contact Name & Phone*: HOWARD DELANEY 625-4450

Project #

Contact E-Mail*: HDELANEY@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept #
0560 GRANT AGREEMENT FROM AOC FOR DVITC COMMUNITY

Agenda Wording*: (111 character max) Additional attached?
Grant award IAA23976 from the WA Administrative Office of the Courts (AOC) for \$293,800 for the period July 01, 2022 through June 30, 2023.

Summary (Background)*: (2 character max.) Additional attached?
The grant funding will provide additional community justice counselors to support therapeutic court programs. Currently the Municipal Court operates therapeutic courts in the areas of Community Court, Veteran's Court, DUI Court, and a joint-operated Mental Health Court w/ Spokane County District Court. A Domestic Violence Intervention Therapeutic Court (DVITC) will be developed and launched in Q1 2023 designed to address the high rate of domestic violence with/without illicit drug/alcohol use.

Lease? Yes No Grant related? Yes No Public Works? Yes No

| | | | |
|----------------------|------------|---|---------------------------------------|
| Fiscal Impact | | Budget Account <input type="checkbox"/> Additional attached? | |
| Expense | \$ 220,000 | # | 1360-91214-12500-51001/52XXX |
| Expense | \$ 25,000 | # | 1360-91214-12500-54101-99999 |
| Expense | \$ 48,800 | # | 1360-91214-12500-54404***/53201-99999 |
| Revenue | \$ 293,800 | # | 1360-91214-99999-33775-99999 |

Approvals Council Notifications (Date) None

Dept Head DELANEY, HOWARD Study Session / Other Urban Exp 01/09/2023

Division Director LOGAN, MARY Council Sponsor CP Beggs/CM Wilkerson

Finance Distribution List (Emails preferred) Additional?

Legal HARRINGTON, MARGARET hdelaney@spokanecity.org

For the Mayor sthompson@spokanecity.org

Additional Approvals jlargent@spokanecity.org

Purchasing kbustos@spokanecity.org

ACCOUNTING - GRAI MURRAY, MICHELLE aharte@spokanecity.org

Select Dept 2 mdiamond@spokanecity.org

Select Dept 3

Save Cancel View Related Documents

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|----------------------------------|--|
| Submitting Department | Spokane Municipal Court |
| Contact Name | Howard Delaney |
| Contact Email & Phone | hdelaney@spokanecity.org , 625-4450 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Administrative Office of the Courts – DVITC Grant SBO |
| Summary (Background) | <p>Domestic Violence Intervention Therapeutic Court Grant</p> <p>The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.</p> <p>On July 20, 2022, the Washington State Administrative Office of the Courts provided notice to the Court that a quick grant submission in June 2022 was approved funding the above request to develop and implement a new Domestic Violence Intervention Therapeutic Court. The grant award shall fund two dedicated full-time Project Community Justice Counselors, Project Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants.</p> <p>The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane Prosecutor’s Office, Spokane Public Defender’s Office, Municipal</p> |

*use the Fiscal Impact box below for relevant financial information

Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion. The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.

The AOC funding award includes the following:

1. Therapeutic Court Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$70,018.00 |
| Staff Equipment & Training | \$6,000.00 |
| Treatment Services/Compliance Monitoring | \$320,000.00 |
| Other Participant Services* | \$25,000.00 |
| Total Request for these Grant Funds: | \$421,018.00 |

* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a “gift.”

2. Community Justice Counselors Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$220,000.00 |
| Staff Equipment & Training | \$12,000.00 |
| Treatment Services/Compliance Monitoring | \$25,000.00 |
| Other Participant Services* | \$36,800.00 |
| Total Request for these Grant Funds: | \$293,800.00 |

| | |
|------------------------------------|-----------|
| Funding for Therapeutic Courts | \$421,018 |
| Funding for Comm. Just. Counselors | \$293,800 |
| Total: | \$714,818 |

Proposed Council Action

Approve SBO on January 23, 2023

Fiscal ImpactTotal Cost: \$714,818Approved in current year budget? Yes No N/AFunding Source One-time Recurring

Specify funding source: AOC DVITC Grants

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.

GRANT AGREEMENT - IAA23976
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL COURT

THIS AGREEMENT (Agreement) is made by and between, **Washington State Administrative Office of the Courts (AOC)** and Spokane Municipal Court , (Grantee), (collectively as the **Parties** and individually each as a **Party**).

The Parties hereby enter into this Agreement whereby Grantee will perform certain services for, and provide product deliveries to AOC. Grantee is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

1. SCOPE OF WORK

Grantee must use funding to support community justice counselors, or similar positions that work with municipal and district court drug and therapeutic court programs. Positions funded under this contract are responsible for connecting court participants to community services and existing resources to support completion of court requirements. Grantee may also use funding for additional supports for participants, including bus passes and other transportation assistance, basic cell phones and phone cards, and translation services. Funding must be utilized in accordance with the Grantee's grant application, and Statement of Work (Attachment A). This contract constitutes an official award letter.

2. TERM AND PERIOD OF PERFORMANCE

This Agreement's period of performance runs from July 1, 2022 through June 30, 2023, unless otherwise terminated (Term). Notwithstanding the foregoing, this Agreement and all its terms and conditions shall remain in full force and effect until all deliverables are completed or otherwise terminated, and this Agreement is terminated and/or completed.

3. COMPENSATION AND PAYMENT

The awarded amount is **\$293,800.00** . Grantee will use the funds for the following cost categories (these amounts need to match what the grantee submitted in their application):

| Cost Category | Amount |
|-------------------------------|------------|
| Personnel salaries & benefits | \$ 220,000 |
| Staff equipment & training | \$ 12,000 |

| | |
|----------------------------|------------|
| Treatment services | \$ 25,000 |
| Other participant services | \$ 36,800 |
| Total | \$ 293,800 |

Grantee may vary the amount in any particular category by up to 10%, but any adjustments beyond 10% require the explicit written consent of AOC's Project Manager, and in no case may the total amount exceed the awarded amount above.

This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Grantee will submit an invoice after the completion and acceptance of each deliverable noted above.

This amount will be disbursed in two allotments, one in August 2022 and the second in January 2023 upon receipt of a properly filled out Form A-19.

4. REPORTING

The Grantee must submit quarterly reports to AOC documenting the progress of their community justice counselor program. These reports will provide:

- The number of program participants who worked with Grantee's community justice counselor(s) for the corresponding quarter,
- The services provided to program participants for the corresponding quarter,
- The cost of services provided to program participants for the corresponding quarter,
- The costs accrued by the Grantee to support their community justice counselor(s) during the corresponding quarter, and
- Any challenges faced by the community justice counselor during the corresponding quarter.

Reports shall be **submitted to**

https://inside.courts.wa.gov/apps/therapeuticgrants/view/dsp_therapeuticgrants.cfm on the following schedule:

| Period | Report Due |
|---------------------|-------------------------|
| 07/01/22 - 09/16/22 | 09/30/22 |
| 09/17/22-02/14/23 | 02/28/23 |
| 02/15/23-06/30/23 | 07/15/23 (final report) |

Failure to submit a report by the due date may adversely affect the Grantee's eligibility for future funding.

5. BILLING PROCEDURES

Grantee will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov. Invoices shall be submitted no more than twice during the pendency of the contract. Incorrect or incomplete invoices shall be returned by AOC to Grantee for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number IAA23976 ;
- B. Grantee name, address, phone number;
- C. Grantee Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Grantee.

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

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

6. SAFEGUARDING OF INFORMATION

The use or disclosure by the Grantee of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Grantee's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

7. CONFLICT OF INTEREST

Grantee warrants that at the date of execution of this Agreement, no organizational conflict of interest exists or is likely to arise in the performance of its obligations under the Subcontract. Grantee warrants that it shall advise AOC immediately if a conflict of interest arises in the future.

8. PROJECT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract.

| | |
|----------------------------|--------------------------------|
| AOC Project Manager | Grantee Project Manager |
|----------------------------|--------------------------------|

| | |
|---|---|
| Stephanie Oyler PO Box 41170 Olympia, WA 98504-1170 Stephanie.Oyler@courts.wa.gov 360-890-0901 | Michael Diamond 1100 W Mallon Ave Spokane, WA 99260 mdiamond@spokanecity.org Phone |
|---|---|

9. ASSIGNMENT

Grantee agrees that none of the deliverables to be furnished under this Agreement shall be assigned or subcontracted (including to independent consultants) without the prior written permission of AOC.

10. TERMINATION

A. Termination for Default

The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the Grantee to perform any of the obligations or provisions required by the contract. In the event of default, the Grantee shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Grantee was not in default, or (ii) the Grantee's failure to perform is without Grantee's and/or SubGrantee's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

B. Termination for Convenience

Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the Grantee, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.

11. DISPUTES

The Parties agree to attempt to resolve any dispute arising under this Agreement first by elevating the matter to appropriate levels of management within each organization. Grantee agrees that pending any decision, appeal or judgment on the settlement of any dispute arising under this Agreement, Grantee shall proceed diligently with the performance of this Agreement.

12. INDEMNIFICATION

The Grantee shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Grantee's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any

kind.

13. FORCE MAJEURE

Neither Grantee nor AOC shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except SubGrantees).

14. REPRESENTATION AND CERTIFICATIONS

Grantee shall complete all required Representations and Certifications as they apply to this Agreement, if any. Grantee further agrees that it will provide additional or annual Representations and Certifications as may be requested by AOC in connection with this Agreement, and also agrees to promptly notify AOC of any changes which modify the information contained in any such Representations and Certifications.

15. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this Agreement.

16. INDEPENDENT GRANTEES

Grantee is an independent Grantee in relation to AOC with respect to all matters arising under this Agreement. Nothing herein shall be construed to establish a partnership, joint venture, association or employment relationship between the parties. Neither Party shall be deemed to be an agent of the other or to have any authority to bind or create any obligation, express or implied, on behalf of the other.

17. WHOLE AGREEMENT

This Agreement and the SOW attached hereto contain and embody the entire agreement of the Parties hereto and supersede all prior agreements, negotiations and discussions between the Parties hereto. Any representation, inducement or agreement that is not contained in this Agreement shall not be of any force or effect. Except as otherwise expressly provided in this Agreement, this Agreement may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both Parties hereto.

18. GOVERNING LAW/VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of Washington without giving effect to the principles of conflict of laws thereunder.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall constitute one and the same Agreement.

20. WAIVER

No Party shall be deemed to have waived any right hereunder unless such waiver is in writing, and the waiver or failure of either Party to exercise in any respect any right provided for herein shall not be a waiver of any further right hereunder.

21. SEVERABILITY

If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed within the invalid portion eliminated.


22. HEADINGS

Any headings used in this Agreement are for purposes of organization only and have no independent legal significance.

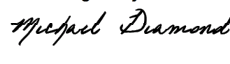
In **WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed as of the day and year below written.

Administrative Office of the Courts

Grantee

DocuSigned by:

 B760CAA4FE6410...
 8/3/2022

Signature *Date*

DocuSigned by:

 BF0E646DB6E948F
 8/3/2022

Signature *Date*

Christopher Stanley

Name

Michael Diamond

Name

Chief Financial & Management Officer

Title

Director of Community Justice Services

Title

Attachment A

Statement of Work:

The Grantee must use funding to support the court's community justice counselor(s), or similar positions who work with therapeutic court participants to ensure connection to community services and existing resources to support completion of court requirements.

Funds can be used for the following costs categories:

- personnel salaries & benefits,
- staff equipment & training,
- treatment services (therapeutic services specifically designed to address SUD and MH) & compliance monitoring, and
- other participant services (other supportive services meant to ensure participant success- i.e. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water and snacks).

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Contractor (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Contractor's award letter.

The Contractor shall submit quarterly reports to AOC documenting the progress their therapeutic court program. These reports shall provide:

- The number of program participants who worked with Grantee's community justice counselor(s) for the corresponding quarter,
- The services provided to program participants for the corresponding quarter,
- The cost of services provided to program participants for the corresponding quarter,
- The costs accrued by the Grantee to support their community justice counselor(s) during the corresponding quarter, and
- Any challenges faced by the community justice counselor during the corresponding quarter.

Reports shall be **submitted to**

https://inside.courts.wa.gov/apps/therapeuticgrants/view/dsp_therapeuticgrants.cfm.

Reporting schedule:

| Period | Report Due |
|-------------------|----------------------------|
| 07/01/22-09/16/22 | 09/30/22 |
| 09/17/22-02/14/23 | 02/28/23 |
| 02/15/23-06/30/23 | 07/15/23 (final report) |

Failure to submit a report by the due date may adversely affect the Contractor's eligibility for future funding.



Agenda Sheet for City Council Meeting of:
01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | ORD C36350 |
| Renews # | |
| Cross Ref # | OPR 2023-0034 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MUNICIPAL COURT |
| Contact Name/Phone | SARAH THOMPSON 625-4146 |
| Contact E-Mail | STHOMPSON@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0560-MUNICIPAL COURT - SMITH-BARBIERI PROGRESSIVE FUND - GRANT |

Agenda Wording
The Spokane Municipal Court Therapeutic Court programs are the recipient of a grant award from the Smith-Barbieri Progressive Fund in the total amount of \$13,000 to be utilized in two therapeutic courts.

Summary (Background)
\$5,000 will be awarded to the Veterans Court to purchase bus passes and basic needs for court participants.
\$8,000 will be awarded to the Community Court to purchase bus passes and basic needs for court participants.

| | | |
|----------------------|--------------------|--------------------------------|
| Lease? NO | Grant related? YES | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Revenue | \$ \$13,000 | # 1360-91212-99999-36711-99999 |
| Expense | \$ \$11,400 | # 1360-91212-12500-53202-99999 |
| Expense | \$ \$1,600 | # 1360-91212-12500-53201-99999 |
| Select | \$ | # |

| | | | |
|--------------------------------|-------------------|------------------------------|-----------------------------|
| Approvals | | Council Notifications | |
| Dept Head | DELANEY, HOWARD | Study Session\Other | Urban Committee 1/9/2023 |
| Division Director | LOGAN, MARY | Council Sponsor | CP Beggs/ CM Zappone |
| Finance | BUSTOS, KIM | Distribution List | |
| Legal | PICCOLO, MIKE | hdelaney@spokanecity.org | |
| For the Mayor | PERKINS, JOHNNIE | sthompson@spokanecity.org | |
| Additional Approvals | | mdiamond@spokanecity.org | |
| Purchasing | | aharte@spokanecity.org | |
| MANAGEMENT & BUDGET | STRATTON, JESSICA | jlargent@spokanecity.org | |
| ACCOUNTING - GRANTS | MURRAY, MICHELLE | kbustos@spokanecity.org | |
| | | | |

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | sthompson@spokanecity.org , 625-4146 |
| Council Sponsor(s) | CP Beggs; CM Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Smith-Barbieri Progressive Fund - Grant SBO |
| Summary (Background) | <p>The Spokane Municipal Court Therapeutic Court programs are the recipient of a grant award from the Smith-Barbieri Progressive Fund in the total amount of \$13,000 to be utilized in two therapeutic courts.</p> <p><u>Veterans Court Award: \$5,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$850 of the award will be allocated to the purchase of 100, 7-day bus passes.</p> <p>The remaining \$4,150 will be allocated to basic needs of the participants. Basic needs may include haircuts, clothing, food, shelter, and other individual needs.</p> <p><u>Community Court Award: \$8,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$750 of the award will be allocated to the purchase of multiple 2-hour and 1-day bus passes.</p> <p>The remaining \$7,250 will be allocated to purchase warm gear and basic needs. Items may include jackets, blankets, hand warmers, gloves, socks, hats, boots, haircuts, eyeglasses, laundry services, food, shelter, and other individual needs.</p> |
| Proposed Council Action & Date: | Approve SBO on January 23, 2023 |
| <p>Fiscal Impact: Total Cost: <u>\$13,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Smith-Barbieri Foundation grant</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Veterans Court and Community Court work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the Veterans Court and Community Court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO C36350

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous 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 Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$13,000.
 - A) Of the increased revenue, \$13,000 is provided by the Smith-Barbieri Progressive Fund for both the Veterans and Community Courts.
- 2) Increase appropriation by \$13,000.
 - A) Of the increased appropriation, \$1,600 is provided solely for travel to assist court participants' participation.
 - B) Of the increased appropriation, \$11,400 is provided solely for procurement of basic needs.

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 accept the Smith-Barbieri Progressive Fund court grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

01/23/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | ORD C36351 |
| Renews # | |
| Cross Ref # | OPR 2023-0035 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | MUNICIPAL COURT |
| Contact Name/Phone | SARAH THOMPSON 625-4146 |
| Contact E-Mail | STHOMPSON@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0560-MUNICIPAL COURT - WASHINGTON TRAFFIC SAFETY COMMISSION AWARD |

Agenda Wording

The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use disorders. DUI Court is the recipient of \$50,000 from the Washington Traffic Safety Commission.

Summary (Background)

The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will be used for fees to provide drug and alcohol screening/testing services of indigent DUI Court participants.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ \$50,000

Expense \$ \$50,000

Select \$

Select \$

Budget Account

1360-91211-99999-33320-99999

1360-91211-12500-54101-99999

#

#

Approvals

Dept Head DELANEY, HOWARD

Division Director LOGAN, MARY

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other UE Committee 1/9/2023

Council Sponsor CP Beggs/CM Wilkerson

Distribution List

hdelaney@spokanecity.org

sthompson@spokanecity.org

mdiamond@spokanecity.org

aharte@spokanecity.org

MANAGEMENT & BUDGET STRATTON, JESSICA

jlargent@spokanecity.org

kbustos@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|--|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | sthompson@spokanecity.org , 625-4146 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Washington Traffic Safety Commission Award SBO |
| Summary (Background) | <p>The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use disorders.</p> <p>DUI Court is the recipient of \$50,000 from the Washington Traffic Safety Commission. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will be used for fees to provide drug and alcohol screening/testing services of indigent DUI Court participants.</p> |
| Proposed Council Action & Date: | Approve SBO on January 23, 2023 |
| Fiscal Impact: Total Cost: <u>\$50,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Washington Office of Traffic Safety Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: no match required | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services. | |
| 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? Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis. | |

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO C36351

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous 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 Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$50,000.
 - A) Of the increased revenue, \$50,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
- 2) Increase appropriation by \$50,000.
 - A) Of the increased appropriation, \$50,000 is provided solely for procurement of drug tests.

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 accept the Washington Traffic Safety Commission's DUI court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

01/23/2023

| | |
|-----------------------|------------------------------------|
| Date Rec'd | 1/13/2023 |
| Clerk's File # | ORD C36352 |
| Renews # | |
| Cross Ref # | OPR 2023-0036 AND OPR 2023-0037 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MUNICIPAL COURT |
| Contact Name/Phone | HOWARD DELANEY 625-4450 |
| Contact E-Mail | HDELANEY@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0560-MUNICIPAL COURT - ADMINISTRATIVE OFFICE OF THE COURTS – DVITC GRANT |

Agenda Wording

The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023.

Summary (Background)

The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The AOC funding award includes \$421,018.00 for Therapeutic Court Grant award and \$293,800.00 for Community Justice Counselors Grant Award.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

| | |
|---------|--------------|
| Expense | \$ \$293,800 |
| Expense | \$ \$420,018 |
| Revenue | \$ \$293,800 |
| Revenue | \$ \$420,018 |

Budget Account

| | |
|---|------------------------------|
| # | 1360-91214-12500-5****-99999 |
| # | 1360-91213-12500-5****-99999 |
| # | 1360-91214-99999-33775-99999 |
| # | 1360-91213-99999-33775-99999 |

Approvals

| | |
|--------------------------|------------------|
| Dept Head | DELANEY, HOWARD |
| Division Director | LOGAN, MARY |
| Finance | BUSTOS, KIM |
| Legal | PICCOLO, MIKE |
| For the Mayor | PERKINS, JOHNNIE |

Council Notifications

| | |
|----------------------------|-----------------------|
| Study Session\Other | UE Committee 1/9/2023 |
| Council Sponsor | CP Beggs/CM Wilkerson |
| Distribution List | |

Additional Approvals

| | |
|--------------------------------|---|
| Purchasing | aharte@spokanecity.org |
| MANAGEMENT & BUDGET | STRATTON, JESSICA jlargent@spokanecity.org |
| | kbustos@spokanecity.org |

| | | |
|--|--|--|
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|--|--|--|

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|----------------------------------|---|
| Submitting Department | Spokane Municipal Court |
| Contact Name | Howard Delaney |
| Contact Email & Phone | hdelaney@spokanecity.org , 625-4450 |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Administrative Office of the Courts – DVITC Grant SBO |
| Summary (Background) | <p>Domestic Violence Intervention Therapeutic Court Grant</p> <p>The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.</p> <p>On July 20, 2022, the Washington State Administrative Office of the Courts provided notice to the Court that a quick grant submission in June 2022 was approved funding the above request to develop and implement a new Domestic Violence Intervention Therapeutic Court. The grant award shall fund two dedicated full-time Project Community Justice Counselors, Project Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants.</p> <p>The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane</p> |

*use the Fiscal Impact box below for relevant financial information

Prosecutor’s Office, Spokane Public Defender’s Office, Municipal Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion. The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.

The AOC funding award includes the following:

1. Therapeutic Court Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$70,018.00 |
| Staff Equipment & Training | \$6,000.00 |
| Treatment Services/Compliance Monitoring | \$320,000.00 |
| Other Participant Services* | \$25,000.00 |
| Total Request for these Grant Funds: | \$421,018.00 |

* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a “gift.”

2. Community Justice Counselors Grant Award:

| | |
|--|--------------|
| Personnel Salaries & Benefits | \$220,000.00 |
| Staff Equipment & Training | \$12,000.00 |
| Treatment Services/Compliance Monitoring | \$25,000.00 |
| Other Participant Services* | \$36,800.00 |
| Total Request for these Grant Funds: | \$293,800.00 |

| | |
|------------------------------------|-----------|
| Funding for Therapeutic Courts | \$421,018 |
| Funding for Comm. Just. Counselors | \$293,800 |
| Total: | \$714,818 |

| | |
|---|---------------------------------|
| Proposed Council Action | Approve SBO on January 23, 2023 |
| <p>Fiscal Impact Total Cost: <u>\$714,818</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: AOC DVITC Grants</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.</p> | |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>The development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.</p> | |

ORDINANCE NO C36352

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous 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 Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$714,818.
 - A) Of the increased revenue, \$714,818 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Therapeutic Court.
- 2) Increase appropriation by \$714,818.
 - A) Of the increased appropriation, \$290,018 is provided solely for personnel salaries and benefits.
 - B) Of the increased appropriation, \$18,000 is provided solely for staff equipment and training.
 - C) Of the increased appropriation, \$345,000 is provided solely for treatment services and compliance monitoring.
 - D) Of the increased appropriation, \$61,800 is provided solely for other participant services.

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 accept the Administrative Office of the Courts DVITC grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
11/07/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 10/25/2022 |
| Clerk's File # | RES 2022-0097 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | CM BINGLE X6275 |
| Contact E-Mail | JBINGLE@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0320 - RESOLUTION AFFIRMING THE USE AND IMPORTANCE OF DAMS |

Agenda Wording

A resolution affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

Summary (Background)

In June of 2022, Governor Inslee and Senator Patty Murray released a report detailing the cost required to remove four lower Snake River dams. Since that time, the Biden administration has voiced support of the report. This resolution's intention is to show the collective will of Spokane residents that oppose this plan in thought and action. The resolution reaffirms the importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

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

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

Approvals

| | |
|--------------------------|-------------------|
| Dept Head | ALLERS, HANNAHLEE |
| Division Director | |
| Finance | |
| Legal | |
| For the Mayor | |

Council Notifications

| | |
|-----------------------------|-----------------------------|
| Study Session\Other | 10/24 PIES Committee |
| Council Sponsor | CM Bingle, CM Cathcart |
| Distribution List | |
| | jbingle@spokanecity.org |
| | evandenberg@spokanecity.org |
| Additional Approvals | mcartwright@spokanecity.org |
| Purchasing | sblackwell@spokanecity.org |
| | |
| | |

RESOLUTION NO. 2022-0097

A resolution affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

WHEREAS, Spokane and Eastern Washington have come to depend on the life-enhancing services and purposes productive dams provide such as:

- (1) Ample amounts of inexpensive, fresh water – dams help recharge the aquifer by increasing water pressure through the created reservoirs upriver, creating an abundant supply of water resulting in inexpensive water for drinking and other purposes
- (2) Reliable source of irrigation water – Dam reservoirs provide year-round access to irrigation for tens of thousands of acres of farmland in Central and Eastern Washington
- (3) Electrical Generation – Over 50% of electricity provided to the citizens of Spokane is generated through hydropower and hydropower dams are the primary reason Washington ranks at the top of the states with the best energy infrastructure in the nation
- (4) Flood Control – Without the Spokane River dam system, Spokane would flood most years in the spring.
- (5) Water Storage – Without the Spokane River dam system, summer river levels would be greatly diminished
- (6) Navigation and Transportation – The Columbia-Snake system of dams provides the largest wheat export corridor in the nation
- (7) Recreation – Lake Spokane (Long Lake) is created by the Long Lake Dam (Nine-Mile Dam) and Lake Roosevelt is created by the Grand Coulee Dam. Without those dams and others, our communities would lose access to lake activities such as fishing, boating, paddle boarding, kayaking, birdwatching, and other recreational pursuits that are currently enabled by the dams.

WHEREAS, the Biden administration, Senator Patty Murray, and Governor Jay Inslee have spoken in favor of potentially removing the lower Snake River dams in Eastern Washington; and

WHEREAS, estimates for the destruction and replacement of the lower Snake River dams and their services range from \$11-77 Billion dollars with a congressional plan that costs \$33 Billion dollars; and

WHEREAS, the destruction or dismantling of productive Eastern Washington Dams would have irreversible effects on the life, health, and prosperity of Eastern Washington residents;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane recognizes the irreplaceable uses and functions of Eastern Washington dams, including the Upriver Dam in Spokane, and how our citizens have come to depend on them for essential services for life; and

BE IT ALSO RESOLVED that the City of Spokane discourages any plan or legislation that would promote the removal of productive Eastern Washington dams in thought or action; and

BE IT ALSO RESOLVED that the City of Spokane recognizes that dams and fish coexist and encourages the continued effort to protect salmon and other fish species by investments in fish ladders, safer turbines, and other reasonable measures.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY]

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name & Phone | Elizabeth Van Den Berg |
| Contact Email | evandenberg@spokanecity.org |
| Council Sponsor(s) | CM Bingle; CM Cathcart |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | Resolution Affirming the Use & Importance of Dams |
| Summary (Background) | In June of 2022, Governor Inslee and Senator Patty Murray released a report detailing the cost required to remove four lower Snake River dams. Since that time, the Biden administration has voiced support of the report. This resolution's intention is to show the collective will of Spokane residents that oppose this plan in thought and action. The resolution reaffirms the importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend. |
| Proposed Council Action & Date: | First Reading November 7, 2022 Final Reading November 14, 2022 |
| Fiscal Impact: Total Cost: | |
| Approved in current year budget? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Funding Source | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A |
| Specify funding source: | |
| Expense Occurrence | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| | N/A |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| | N/A |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| | N/A |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |
| | N/A |



Agenda Sheet for City Council Meeting of:

01/23/2023

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|-----------------------|---------------|
| Date Rec'd | 1/11/2023 |
| Clerk's File # | RES 2023-0006 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

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|---------------------------|---|
| Submitting Dept | HUMAN RESOURCES |
| Contact Name/Phone | JOHNNIE PERKINS 6502 |
| Contact E-Mail | JPERKINS@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0620 - RESOLUTION APPOINTING PATRICK STRIKER AS DIRECTOR OF NEIGHBORHOOD SE |

Agenda Wording

Resolution to appoint Patrick Striker as Director of Neighborhood Services

Summary (Background)

Resolution to appoint Patrick Striker as Director of Neighborhood Services

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

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

Approvals

| | |
|--------------------------|-----------------|
| Dept Head | PICCOLO, MIKE |
| Division Director | PICCOLO, MIKE |
| Finance | BUSTOS, KIM |
| Legal | PICCOLO, MIKE |
| For the Mayor | ORMSBY, MICHAEL |

Council Notifications

| | |
|----------------------------|--------------------------|
| Study Session\Other | 01/23/2023 F&A Committee |
| Council Sponsor | CM Stratton & CM Kinnear |
| Distribution List | jquick@spokanecity.org |
| | rcouch@spokanecity.org |
| | mpiccolo@spokanecity.org |

Additional Approvals

| | |
|-------------------|--|
| Purchasing | |
| | |
| | |
| | |

Committee Agenda Sheet

FINANCE & ADMINISTRATION

| | |
|--|--|
| Submitting Department | Human Resources |
| Contact Name & Phone | Johnnie Perkins, City Administrator X-6502 |
| Contact Email | jperkins@spokanecity.org |
| Council Sponsor(s) | Council Member Stratton and Council Member Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins |
| Agenda Item Name | Council Confirmation of Mayoral Appointee – Director of Neighborhood Services |
| Summary (Background) | <ul style="list-style-type: none"> • <u>Appointment of Patrick Striker as the Director of Neighborhood Services.</u> <p>Patrick Striker was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood Services</p> |
| Proposed Council Action & Date: | Confirm the Appointment of Patrick Striker as the Director of Neighborhood Services. |
| Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |

RESOLUTION 2023 - _____

A resolution approving the appointment of Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/28/2022

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|-----------------------|------------|
| Date Rec'd | 11/16/2022 |
| Clerk's File # | ORD C36330 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|----------------------------------|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | BREEAN BEGGS X6254 |
| Contact E-Mail | BBEGGS@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 0320 - LANDLORD/TENANT ORDINANCE |

Agenda Wording
An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.

Summary (Background)
A Landlord and Tenant workgroup has been engaged in discussions with Council Members for several years and this proposed ordinance is a reflection of some of the key issues and needs identified by stakeholders: • Universal background and credit checks • Proactive code enforcement • Requiring business licenses for Landlords • Residential rental property damage mitigation fund • Legal services and relocation fund • Anti-retaliation protections

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Neutral | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

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|-----------------------------|-------------------|------------------------------|------------------------|
| Approvals | | Council Notifications | |
| Dept Head | ALLERS, HANNAHLEE | Study Session\Other | 11/14 Urban Experience |
| Division Director | | Council Sponsor | CP Beggs; CM Stratton |
| Finance | | Distribution List | |
| Legal | | nocheltree@spokanecity.org | |
| For the Mayor | | bbeggs@spokanecity.org | |
| Additional Approvals | | kstratton@spokanecity.org | |
| Purchasing | | kthomas@spokanecity.org | |
| | | | |
| | | | |

ORDINANCE NO. C-36330

An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139, 08.01.160, 08.01.195 and 08.02.0206 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 10.57 of the Spokane Municipal Code to read as follows:

Chapter 10.57 Regulation of Residential Rental Housing

Section 10.57.010 Purpose and Intent

- A. The City of Spokane, as a municipal government, has a duty to protect public safety to foster safe, livable, and affordable housing for everyone.
- B. In an effort to discharge that responsibility, the Spokane City Council has determined that it is necessary to implement common-sense, baseline standards for the rental of residential real property in Spokane, and to streamline and make more affordable the process of obtaining rental housing by establishing universal background checks, tenant relocation, and landlord mitigation programs.

Section 10.57.020 Business licensing and registration

- A. All activity of renting or leasing residential real property requires a City of Spokane business license, as described in SMC 08.01.070 and SMC 08.01.195(B)(1).
- B. The annual fee for registering the activity of renting residential real property shall be, in addition to the standard annual fee described in SMC 08.02.0206(A), \$10 per residential rental unit per license year for each residential rental unit owned by the same legal entity in excess of four residential rental units. Except that nonprofit organization owners of residential rental units shall not owe this additional fee per unit per year.
- C. By way of applying for or renewing a City of Spokane business license, owners of residential rental housing units are required to register every rental unit and its street address located in City of Spokane annually and certify that each property meets the requirements of RCW 59.18.060, except for situations in which the property owner lives in the same building in which the property owner also rents no more than two units within the same building. Owners of a home who rent out an unattached accessory dwelling unit on their property must register that rental unit, even if the owner resides in the main house on that same property.

- D. Effective January 1, 2024, property owners who obtain a first business license in the City of Spokane to register a business for the rental of residential real property shall be required to complete a City of Spokane approved mandatory online training module created or sponsored by the Spokane Landlord's Association or its equivalent designated by the City of Spokane of no more than one hour within ninety days of obtaining a business license. Failure to complete such training shall be a class 2 civil infraction. This training requirement does not apply to property owners who utilize a separate property management company to manage their rental properties and the owner does not have any communication with their tenants.
- E. Property owners shall provide each tenant a digital link or, at the tenant's request, are encouraged to provide a hard copy of a voter registration form, a change of address form, and a tenant information packet about tenant rights and responsibilities developed by Code Enforcement with the advice and recommendations of landlord, tenant and social service housing organizations.

Section 10.57.030 Inspections

- A. The City of Spokane's code enforcement department shall conduct both routine periodic and cause-based inspections of all residential rental property that is subject to this chapter.
 - 1. Periodic inspections shall be conducted at a frequency to be determined by the code enforcement department, subject to appropriations, and subject a determination by the code enforcement department as to which units or classes of units of residential real property are most likely to be out of compliance with the existing building and preservation code, chapter 17F.070, SMC.
 - 2. In addition to periodic inspections, the code enforcement department may conduct cause-based inspections upon its receipt of a complaint of violations by any person of the existing building and preservation code or for violations of any provision of the residential landlord-tenant act ("RLTA"), pursuant to a request under RCW 59.18.115, or in response to a credible report of possible violations of municipal or state law.
- B. Code enforcement shall not impose a fee or charge onto landlords or tenants for the cost of the inspection itself.
- C. All inspections by Code Enforcement of the interior of a residential unit must be made with the consent of the tenant or upon the authority of an order of a court with jurisdictional and constitutional authority to provide such an order.

Section 10.57.040 Proactive code enforcement.

A. Purpose and Intent.

1. The purpose of a proactive code enforcement program is to address the issues of substandard residential rental properties, the preservation of quality neighborhoods, preventing neighborhood blight, graffiti abatement, illegal dumping, towing of abandoned vehicles, illegal parking and greater compliance with health and safety standards that preserves the quality of neighborhoods and available housing.
2. The program achieves compliance of health, safety and welfare code violations in and on residential rental properties that are a threat to the occupant's safety, structural integrity of the building, and a negative impact on the surrounding neighborhoods.

B. Program requirements.

1. The proactive code enforcement program and other residential rental inspections shall be funded via the code enforcement fund established by SMC 07.08.139.
2. Code Enforcement will continue to provide inspections and reports authorized under state law at tenant request at no charge to landlords or tenants.

Section 10.57.050 Universal Background and Credit Checks

A. Purpose and Intent.

1. The screening of a prospective tenant's rental history, financial history, and criminal background is a common aspect of renting residential real property.
2. While tenants usually pay a fee associated with this screening each time they apply for a unit, state law requires that fees collected can only cover the actual cost of screenings performed. Multiple applications for rental housing currently require prospective tenants to pay multiple fees which can be burdensome to prospective tenants, especially in a tight rental market, and in any event do not provide any financial benefit to landlords.
3. The intent of this section is to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

B. Universal background and credit checks program.

1. No later than one hundred twenty (120) days from the effective date of this section, the City of Spokane's department of neighborhood services and code enforcement shall publish a request for qualifications ("RFQ") from organizations that have the capability to provide certified universal background and credit checks.
2. The content of the report would be decided by the City of Spokane upon the recommendation of an advisory group that must include representatives from the landlord, tenant and social services housing organizations, but at a minimum would not share arrest/conviction data older than one year except for crimes of sex and violence.
3. All universal background and credit checks conducted under this section shall be valid for sixty (60) days from the date of issuance, and, beginning on January 1, 2024, and except as otherwise provided in this section, all landlords renting residential real property located in Spokane shall be required to accept the universal background and credit check report when making decisions concerning whether to rent to a prospective tenant.
4. Prospective tenants are responsible for paying the fee for the universal background and credit check.
5. Notwithstanding the remainder of this section, landlords may use a background and credit screening service other than the universal background and credit check service established by this section, but shall not impose any fee on a prospective tenant for doing so.
6. Nothing in this section restricts a landlord from asking a prospective tenant about their criminal, credit or rental history, or making a decision on whether or not to rent to an individual based on that history.

Section 10.57.060 Residential rental property mitigation fund.

- A. The department of neighborhood services and code enforcement shall operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their rent or damage deposit, and through no fault of the landlord.
- B. The department of neighborhood services and code enforcement is authorized to establish public rules for the operation of the rental property mitigation fund, and

shall publish and accept public comment on such rules for sixty (60) days prior to the effective date of the rules for the program.

- C. The City's fund will be supplemental to any similar state or federal program and will only be used after the applicant has completed a timely and complete application for those funds, exhausted the tenant's damage deposit, and still has not been fully compensated for the damage.

Section 10.57.070 Legal Services and Relocation Program

- A. City of Spokane will invest in attorney services for tenant legal services and mediation costs, with a focus on habitability and violations of the Residential Landlord Tenant Act issues. The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees, and then legal fees from successful representation would sustain the attorney(s) and funds for costs for the long term. The fund will also provide immediate relocation funds to tenants living in rental units that are below the standards of habitability and likely to be able to recover relocation funds from their landlord.
- B. Program requirements:
 - 1. Focus on units that clearly fall below standard of habitability in consultation with Code Enforcement and violations of the RLTA.
 - 2. Provide prompt relocation funds from City directly to tenant once it appears that landlord will likely be liable under state law and then collect from the landlord and any settlement funds a reimbursement to the relocation funds used to fund the attorney positions.
 - 3. Build capacity for needed service.

Section 10.57.080 Anti-retaliation protections

- A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues or organizing as tenants. State law provides some protection against retaliation, but the City of Spokane intends to provide additional protections.

- B. Prohibition on retaliation.

- 1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, the Washington Law Against Discrimination, and Title 18 of the Spokane Municipal Code.

Section 2. That section 07.08.139 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.139 Code Enforcement Fund

- A. There is established a special revenue fund entitled “code enforcement fund” into which shall be paid all revenues derived from code enforcement operations and fifty percent of all landlord registration business license fees received by the City.
- B. As provided in the annual budget, the code enforcement fund is appropriated to salaries and wages, maintenance and operations, debt service and capital improvements. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.
- C. The funds received from landlord registration business license fees shall be used exclusively to fund expenses related to the investigation and enforcement of laws related to the habitability and safety of residential rental units within the City of Spokane.

Section 3. That there is enacted a new section 07.08.145 of the Spokane Municipal Code to read as follows:

Section 07.08.145 Residential rental property mitigation fund

- A. There is established a special revenue fund entitled the “residential rental property mitigation fund” into which shall be paid twenty percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs to units of residential real property in Spokane which are damaged during a residential tenancy and not due to the fault of the landlord, as established by SMC 10.57.060. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4. That section 08.01.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.160 Multiple Businesses or Locations

- A. Except as otherwise provided in this paragraph, when a registrant operates two or more businesses in the City, or two or more business locations within the City, whether or not related, a separate City business registration is required for each business or business location. For purposes of this paragraph, a single registrant that is in the business of renting multiple residential real property units in Spokane may register as a single business, but must list all residential units by street address separately and pay the required per unit fee as required in SMC 10.57.020(B).
- B. If a single business has at least one permanent location in the City and also conducts business on a temporary or seasonal basis from temporary or mobile locations, such as from portable stands or vehicles, the registrant must obtain a secondary location registration for each such location or stand or vehicle directly from the City as provided in SMC 8.01.070.
 - 1. To the extent such temporary or mobile activities include those activities defined in SMC 10.40.010 (Itinerant Vendor Designation) the requirements of that chapter shall also apply.
 - 2. The chief of police may temporarily suspend or relocate a secondary location registration allowing business activity on or adjacent to a public street or other public place within the boundaries of a permitted special event under chapter 10.39 SMC when such business activity may conflict with the special event.

Section 5. That there is enacted a new section 07.08.150 of the Spokane Municipal Code to read as follows:

Section 07.08.150 Legal Services and Relocation Fund

- A. There is established a special revenue fund entitled the “legal services and relocation fund” into which shall be paid twenty percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “legal services and relocation fund” is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 6. That section 08.01.195 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.195 Engaging in Business Criteria

- A. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in SMC 08.01.020. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
- B. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 3. Soliciting sales.
 4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 8. Collecting current or delinquent accounts.
 9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
14. Investigating, resolving, or otherwise assisting in resolving customer complaints.
15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
17. Renting or leasing real property residential units to others.

C. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

1. Meeting with suppliers of goods and services as a customer.
2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or

on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

4. Renting tangible or intangible property as a customer when the property is not used in the City.
 5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 6. Conducting advertising through the mail.
 7. Soliciting sales by phone from a location outside the City.
- D. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in SMC 08.01.195 B.
- E. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Section 7. That section 08.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0206 Business Registrations

- A. A regular business registration basic fee is one hundred twenty dollars (\$120) per twelve-month period. Beginning on January 1, 2023, the regular business registration basic fee shall be one hundred twenty-seven (\$127) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred twenty dollars (\$120) dollars per twelve-month period. Beginning on January 1, 2023, the basic fee for a nonresident business registration shall be one hundred twenty-seven (\$127) per twelve-month period.

- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.
- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel and residential rental unit fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.

Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section may be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly

determined amount shall be rounded up to the nearest dollar. In addition, the proposed adjusted fees shall be presented to the City Council for approval by ordinance and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).

- K. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.
- L. For initial business registrations filed from the effective date of this section until December 31, 2022, the business registration fee stated in SMC 08.02.0206(A) and the personnel fee stated in SMC 08.02.0206(c) are each reduced by 50%.
- M. In addition to the basic registration fee, each business that owns in excess of three real property residential rental units must pay an additional fee of \$10 per unit per license year subject to the exception at Section 08.02.0206(F).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date