

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 February 27, 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 February 27, 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: 2491 021 5339; 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, February 27, 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 27, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEN 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 their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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 Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: One Reappointment	Confirm	CPR 1981-0295
Design Review Board - Architect: One Reappointment	Approve	CPR 1993-0069
Design Review Board – Civil Engineer (Chair) : One Reappointment	Approve	CPR 1993-0069

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|---------------|
| 1. Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Council Sponsors: Council Members Cathcart and Bingle)
Tom Williams | Approve | OPR 2023-0246 |
| 2. Grant Agreement with Spokane Arts Fund in conjunction with Employment Support in the Arts Program from March 1, 2023, through | Approve | OPR 2023-0247 |

February 28, 2024—\$1,000,000. (Council Sponsors: Council Members Stratton and Wilkerson)

Michelle Murray

- | | | | |
|----|---|----------------|------------------------------|
| 3. | <p>Consultant Agreement with JRP Integrated Solutions, LLC (St. John, WA) for Broadband/Fiber Consultant Services to continue work on expanding broadband-fiber infrastructure in the City of Spokane from February 1, 2023, through June 15, 2023—not to exceed \$75,000 (excluding applicable tax). (Council Sponsor: Council President Beggs)</p> <p>Steve MacDonald</p> | Approve | OPR 2023-0248 |
| 4. | <p>Personal Service Agreement with Toby’s Body & Fender (Spokane) for auto body repair services for the Fleet Services Department from January 1, 2023, through December 31, 2026—annual expenditure not to exceed \$300,000. (Council Sponsor: Council Member Bingle)</p> <p>Richard Giddings</p> | Approve | OPR 2023-0249
RFP 5800-23 |
| 5. | <p>Accept sub-award grant funds through the YWCA for the Department of Justice’s Office on Violence Against Women Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program—\$268,240. (Relates to Special Budget Ordinance C36358) (Council Sponsor: Council Member Cathcart)</p> <p>Jennifer Hammond</p> | Approve | OPR 2023-0250 |
| 6. | <p>Sub-award to the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms from July 1, 2022, through June 30, 2025—\$223,208. (Council Sponsor: Council Member Cathcart)</p> <p>Jennifer Hammond</p> | Approve | OPR 2023-0251 |
| 7. | <p>Agreement with Spokane County Sheriff’s Office in conjunction with the Mental Health Field Response Team Fiscal Year 2022 Grant Program from July 1, 2022, through June 30, 2023—\$879,780. (Council Sponsor: Council Member Cathcart)</p> <p>Eric Olsen</p> | Approve | OPR 2023-0252 |
| 8. | <p>Interlocal Agreement with Spokane County and Spokane County Superior Court for the sharing of jury management services from January 1, 2023 through December 31, 2025—\$10,000 2023 preliminary estimate. (Council Sponsor: Council Member Kinneary)</p> <p>Howard Delaney</p> | Approve | OPR 2023-0253 |
| 9. | <p>Outside Special Counsel Contract Amendments with:</p> <p>a. Summit Law Group (Seattle, WA) to assist the City in labor negotiation and human resource</p> | Approve
All | OPR 2022-0481 |

advice—additional \$75,000. (Total contract amount: \$125,000.) (Council Sponsor: Council Member Cathcart)

b. Pacifica Law Group (Seattle, WA) in the matter of Lonnie Tofsrud v. City of Spokane—additional \$100,000. (Total contract amount: \$200,000.) (Council Sponsor: Council Member Cathcart) OPR 2022-0297

c. Ankur K. Tohan and K & L Gates, LLP (Seattle, WA) to assist the City with the Climate Commitment Act rules and regulations—additional \$42,000. (Total contract amount: \$92,000.) (Council Sponsor: Council Member Kinnear) OPR 2022-0098

Lynden Smithson

10. Contract Amendment with Rockin’ D.W. Construction, Inc. (Spokane Valley, WA) for additional work on the Spokane Police Department Academy restroom remodel from January 18, 2023, through November 13, 2023—\$19,965.75 (plus tax). (Council Sponsor: Council Member Cathcart) Approve OPR 2022-0832

Dave Steele

11. Report of the Mayor of pending: Approve & Authorize Payments

a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____ CPR 2023-0002

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 \$_____ CPR 2023-0002

c. Payroll claims of previously approved obligations through_____, 2023: \$_____ CPR 2023-0003

12. City Council Meeting Minutes: _____, 2023. Approve All CPR 2023-0013

ACTION ON CONSENT AGENDA



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 C36358 Public Safety & Judicial Grants Fund
- 1) Increase revenue by \$268,240.
 - A) Of the increased revenue, \$268,240 is provided by the Dept. of Justice Office of Violence Against Women grant program FY22 ICJR DV, Dating Violence, Sexual Assault, and Stalking program.
 - 2) Increase appropriation by \$268,240.
 - B) Of the increased appropriation, \$268,240 is to be used to fund 0.48 FTE of an assigned SPD officer for grant related work.

(This action arises from the need to accept the Department of Justice Office of Violence Against Women grant award.) (Relates to Consent Agenda Item No. 5) (Council Sponsors: Council Members Cathcart and Kinnear)

Jennifer Hammond

- ORD C36359 Public Safety & Judicial Grant Fund
- 1) Increase revenue by \$114,754.
 - A) Of the increased revenue, \$114,754 is provided by the Washington State Legislature solely for one-time training costs incurred as required under enacted legislation.
 - 2) Increase appropriation by \$114,754.
 - B) Of the increased appropriation, \$114,754 is provided solely for one-time training costs.

(This action arises from the need to accept distribution of state funds for recent legislation regarding police training.) (Council Sponsors: Council Members Cathcart and Kinnear)

Jacqui MacConnell

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0018 Supporting the 90-day due diligence period to establish a regional, collaborative effort to effectively manage homelessness and its impacts in the Spokane region. (Council Sponsors: Council President Beggs and Council Member Bingle)
Council President Beggs
- RES 2023-0019 Acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$300,000 in tax increment funding for design, planning, and implementation of public improvements in the West Central neighborhood portion of the West Quadrant Tax Increment Financing area. (Council Sponsors: Council Members Stratton and Zappone)
Kevin Freibott
- ORD C36348 Vacating a portion of 7th Avenue east of Government Way, as requested by Catholic Charities. (First Reading held January 9, 2023) (Council Sponsors: Council Members Wilkerson and Kinneary)
Eldon Brown
- ORD C36330 Establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.157 and 07.08.158; and amending sections 07.08.139, 08.01.160, 08.01.195 and 08.02.0206 of the Spokane Municipal Code. (As substituted on February 13, 2023) (Deferred from January 23, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Members Stratton)
Council President Beggs
- ORD C36356 Relating to the Water Department and Water Rates, amending SMC Sections 13.04.2002 and 13.04.2012 of chapter 13.034, of the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council Members Kinneary and Bingle)
Corin Morse
- ORD C36357 (To be considered under Hearings Item H.1.)

FIRST READING ORDINANCES

- ORD C36360 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to MCImetro Access Transmission Services LLC, subject to certain conditions and duties as further provided. (Council Sponsors: Council President Beggs and Council Member Kinneary)
Timothy Szambelan
- ORD C36361 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Fatbeam LLC, subject to certain conditions and duties as further provided. (Council Sponsors: Council President Beggs and Council Member Kinneary) **Timothy Szambelan**

ORD C36362 Relating to the adoption of the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new Spokane Municipal Code sections 17D.100.290. (Council Sponsors: Council President Beggs and Council Members Kinnear and Wilkerson)
Megan Duval

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

H1. Final Reading Ordinance C36357 relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Kinnear) Council Member Zappone	Pass Upon Roll Call Vote	ORD C36357
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Motion to Approve Advance Agenda for February 27, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The February 27, 2023, Regular Legislative Session of the City Council is adjourned to March 6, 2023.

NOTES

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

02/27/2023

Date Rec'd

2/1/2023

Clerk's File #

CPR 1981-0295

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 REAPPOINTMENT TO PLAN COMMISSION

Agenda Wording

Mary M. Winkes 0520 Reappointment to Plan Commission term: 3 year 1/1/23-12/31/25

Summary (Background)

Mary M. Winkes 0520 Reappointment to Plan Commission term: 3 year 1/1/23-12/31/25

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

sgardner@spokanecity.org

Additional Approvals

pkropp@fastmail.fm

Purchasing

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

02/27/2023

Date Rec'd

2/8/2023

Clerk's File #

CPR 1993-0069

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 REAPPOINTMENT TO DESIGN REVIEW BOARD - DREW KLEMAN

Agenda Wording

Drew Kleman 0520 Reappointment to Design Review Board - Architect term: 3 yr 1/1/2023-12/31/2025

Summary (Background)

Drew Kleman 0520 Reappointment to Design Review Board - Architect term: 3 yr 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

PERKINS, JOHNNIE

dgunderson@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/8/2023
Clerk's File #	CPR 1993-0069
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 REAPPOINTMENT TO DESIGN REVIEW BOARD - MARK BROWER

Agenda Wording
 Mark Brower 0520 Reappointment to Design Review Board - Civil Engineer (Chair) term: 3 yr 1/1/2023-12/31/2025

Summary (Background)
 Mark Brower 0520 Reappointment to Design Review Board - Civil Engineer (Chair) term: 3 yr 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	PERKINS, JOHNNIE	dgunderson@spokanecity.org	
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0246
Renews #	
Cross Ref #	OPR 2022-0777
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS 7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 SREC SERVICE LEVEL AGREEMENT

Agenda Wording

Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

Summary (Background)

The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

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

Expense	\$ 150,000 month	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	1/23/23 Committee Meeting
Council Sponsor	Council Members Cathcart and Bingle
Distribution List	
	Lori.Markham@srec911.org
	tmwilliams@spokanecity.org
Additional Approvals	bschaeffer@spokanecity.org
Purchasing	lsmithson@spokanecity.org
	kschmitt

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the RECIPIENT. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

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

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

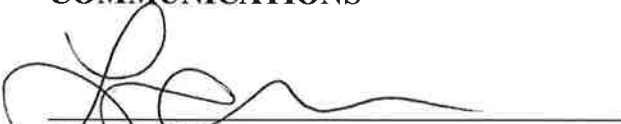
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By:

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.

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

02/27/2023

Date Rec'd

2/7/2023

Clerk's File #

OPR 2023-0247

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE MURRAY 625-6320

Project #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5600-ACCOUNTING - EMPLOYMENT SUPPORT OF THE ARTS AWARD

Agenda Wording

The ARPA Accounting team would like to finalize the recommendations for this award and contract with Spokane Arts.

Summary (Background)

On January 3, 2022 City Council passed Ordinance C36163 approving Tranche 1 of the ARPA Allocation that allocated \$1,000,000 for Employment Support of the Arts. On October 6, 2022 the City issued a Notice of Funding for availability to be awarded to an agency to distribute the funds based on the parameters outlined in the NOFA. Applications closed on November 14, 2022 and Spokane Arts was conditionally awarded the funds to distribute the ARPA Allocation to local artists and arts organizations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 1,000,000

1425-88153-57215-54201-97231

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\OtherPublic Safety Committee
2-6-23**Division Director**

WALLACE, TONYA

Council SponsorCM Stratton & CM
Wilkerson**Finance**

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET**For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Employment Support of the Arts
Summary (Background)	On January 3, 2022 City Council passed Ordinance C36163 approving Tranche 1 of the ARPA Allocation that allocated \$1,000,000 for Employment Support of the Arts. On October 6, 2022 the City issued a Notice of Funding for availability to be awarded to an agency to distribute the funds based on the parameters outlined in the NOFA. Applications closed on November 14, 2022 and Spokane Arts was conditionally awarded the funds to distribute the ARPA Allocation to local artists and arts organizations. The ARPA Accounting team would like to finalize the recommendations for this award and contract with Spokane Arts.
Proposed Council Action	Approve award recommendations
Fiscal Impact	
Total Cost: <u>\$1,000,000</u>	
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: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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? Local artists and arts organizations would further struggle in their recovery from the COVID pandemic.	
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? Aiding local artist and arts organizations in recovering from COVID 19.	

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND SPOKANE ARTS FUND
 (“GRANTEE”) IN CONJUNCTION WITH EMPLOYMENT SUPPORT IN THE ARTS
PROGRAM**

1. Grantee Spokane Arts Fund 801 W Riverside Ave Ste 100 P.O Box 978 Spokane WA, 99201-0908		2. Contract Amount \$1,000,000.00	3. Tax ID# 91-0998745	
			4. UEI# LWEVMMNNVK17	
5. Grantee’s Program Representative Melissa Huggins Executive Director (509) 321-6444 www.spokanearts.org			6. City’s Program Representative Vlad Lukin ARPA Coordinator vlukin@spokanecity.org	
7. Grantee’s Financial Representative Melissa Huggins Executive Director (509) 321-6444 www.spokanearts.org			8. City’s Contract Representative Laura Aga Contracts & Business Standards Officer laga@spokanecity.org	
9. Grantor Award # SLFRF		10. Start Date 3/1/2023		11. End Date 2/28/2024
12. Federal Funds ARPA & CSLFRF		CFDA # 21.019	Federal Agency U.S. Department of the Treasury (“Treasury”)	
13. Total Federal Award \$80,991,104		14. Federal Award Date 3/1/2020		15. Research & Development? No
		16. Indirect Cost Rate		
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
19. Grant Purpose: to allocate grant funds to solicit Proposals from qualified organizations interested in providing administration of an economic support funding program to address COVID-19 impacts to local artists in Spokane. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Exhibit “A” – Employment Support in the Ars Program Application, Exhibit “B” – NOFA ARPA Employment Support in the Arts Program, Exhibit “C” – ARPA Employment Support in the Arts Award Letter				
This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No.				
20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) APRA CSLFRF CFDA Terms and Conditions, (2) GRANTEE’s Employment Support in the Arts Application for Funding, (3) Attachment “A” - Suspension & Debarment and FFATA Certification				

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for providing administration of an economic support funding program to address COVID-19 impact to local artists in Spokane (“Programs”) in a manner satisfactory to the CITY, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Programs will include the following activities eligible under the American Rescue Plan Act (ARPA) and Corona Virus State and Local Fiscal Recovery Fund (CSLFRF):

1) Program Delivery.

GRANTEE shall administer and distribute ARPA grant dollars within the following parameters: Direct grants to individuals who primary work in the arts and can demonstrate a drop in income caused by the pandemic, Performing arts venues grossing less than 2 million/year in 2019 that can demonstrate a drop in income caused by the pandemic, Non-profit arts organizations that grossed less than 1 million in income in 2019 and demonstrated a drop in income cause by the pandemic, and Other creative business entities that grossed less than 1 million in income in 2019 and demonstrated a drop in income caused by the pandemic

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all ARPA and CSLFRF activities, including general management, oversight, and coordination and training on ARPA and CSLFRF requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: PERIOD OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY’s ARPA AND CSLFRF Program as funded by Department of the Treasury. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CRF funds or other ARPA AND CSLFRF assets, including program income.

SECTION NO. 3: BUDGET

Administration	
Admin	50,000.00
Marketing	30,000.00
Subtotal	80,000.00
Project Operations	
Direct Client-Individual artists/creatives/cultural producers	200,000.00
Direct Client-Performing arts venues under \$1 mil in 2019 revenue	120,000.00
Direct Client-Nonprofit organizations and creative businesses	600,000.00
Other - Describe in Narrative	\$0.00
Subtotal	920,000.00
Total	1,000,000.00

Update Total

The GRANTEE is authorized to spend no more than **One Million and NO/100 (\$ 1,000,000.00)** between March 1, 2023 through February 29, 2024 with option for 1 year renewal agreeable by both parties.

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX (Appendix V for governmental entities or III for universities) and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement. In limited circumstances, the GRANTEE may be allowed payment advances to allow for sufficient cash flow to administer the program goals and objectives. If advance payments are received by the GRANTEE, additional requirements in reporting or invoicing may be required.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered by email. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall participate in a program start up meeting and quarterly program review meetings with CITY staff to assess program activities and monitor fund spend-down. All meetings shall be remote WebEx meetings and will be scheduled by the CITY after execution of the contract.

The GRANTEE shall not sub award any funds included in this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 2 of the Code of Federal Regulations (CFR), Part 200, Subpart F – Audit Requirements, inclusive of any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management of Budget (OMB) Circular or regulation. The Grantee shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “INDEPENDENT CONTRACTOR”.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS’ COMPENSATION.

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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 GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ten days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case**

basis. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance

or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and the Department of Treasury guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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 GRANTEE 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 GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

K. SOCIAL SECURITY NUMBERS.

Unless required by Federal or State Law, social security numbers of the recipients of these funds will not be required.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets
- c. Records required to determine the eligibility of activities;
- d. Financial records as required;
- e. Program participant records and services provided;

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to the Department of the Treasury, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the agreement period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over ARPA AND CSLFRF funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, the Department of the Treasury or its agent, or other

authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Payment Procedures

- a. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursements requested inside Neighborly portal and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.
- b. Requests for payment by GRANTEE shall be submitted monthly at a minimum with no more than two draws per month for the previous two weeks expenditures as directed below, using the Neighborly portal. For example; expenses incurred during the month of March, the payment request shall be submitted on or before the 15th of April. In conjunction with each payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub grant or other founding source. **GRANTEE shall submit payment requests to the CITY's Neighborly portal <https://portal.neighborlysoftware.com/spokaneWA/Participant>**

c. Payment Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail) and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

d. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or the Department of the Treasury determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or the Department of the Treasury may order repayment of the same. The GRANTEE

shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Sub grantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE 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 Company.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the Department of the Treasury or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA AND CSLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA AND CSLFRF-assisted activity, or with respect to the proceeds from the ARPA AND CSLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and

d. Lobbying Certification

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.C. 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. By signing this document, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

a. Organizations that are directly funded under the ARPA AND CSLFRF program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 13: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments

Attachment "A" - Suspension & Debarment and FFATA Certification

Exhibit "A" – Employment Support in the Arts Application

Exhibit "B" – NOFA ARPA Employment Support in the Arts Program

Exhibit "C" – ARPA Employment Support in the Arts Award Letter

Attachment "B" - ARPA-CLFRF CFDA Terms and Conditions

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: *Melissa Huggins*

Title: *Executive Director*

Date: *11/13/22*



CITY OF SPOKANE - Accounting/Grants
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
arpaproposals@spokanecity.org

Notice of Funding Availability

<p>NOFA TITLE: Organizations to distribute NOFA funds to Employment Support in the Arts specified programs</p> <p><u>NOFA COORDINATOR: Makayla Sauve, NOFA Coordinator</u></p> <p><u>PRE-SUBMITTAL MEETING: None</u></p>	<p><u>Proposal Submittal:</u></p> <p>All Proposals shall be submitted electronically to arpaproposals@spokanecity.org before the due date and time.</p>
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the NOFA Coordinator and submitted to arpaproposals@spokanecity.org Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all proposers have access to the information. It is the responsibility of the proposers to check the City of Spokane's website for this information.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Accounting and Grants Department (hereinafter "City") is initiating this Notice of Funding for Employment Support for the Arts Proposals (NOFA) to solicit Proposals from qualified organizations interested in providing administration of an economic support funding program to address COVID-19 impacts to local artists in Spokane. This NOFA seeks one or more organizations to distribute NOFA grant dollars within the following parameters:

- Direct grants to individuals who primary work in the arts and can demonstrate a drop in income caused by the pandemic,
- Performing arts venues grossing less than 2 million/year in 2019 that can demonstrate a drop in income caused by the pandemic,
- Non-profit arts organizations that grossed less than 1 million in income in 2019 and demonstrated a drop in income cause by the pandemic, and
- Other creative business entities that grossed less than 1 million in income in 2019 and demonstrated a drop in income caused by the pandemic

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have 3 years of experience and able to demonstrate a partnership in Art Supporting Services.

Eligible applicants include:

1. Art organizations must serve within the City of Spokane, but can also serve regionally.
2. Public and private nonprofit or charitable organizations – typically 501(c)(3), although a range of organizational forms are eligible.
3. Private for-profit organizations

Additionally, applicants must be able to demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as: insurance threshold, audit and financial requirements, and business licensing requirements. As well as possess an active Unique Entity ID (generated by SAM.gov) and not debarred, See Agreement Terms section as well as the guideline specific to NOFA /federal programs.

1.4 CONTRACT PERIOD

Any contract resulting from this NOFA will be 1 year. Contract is renewable upon mutual agreement for 1 one-year option. More than one organization may be awarded.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane’s NOFA website for Addenda or additional information that may be posted regarding this Notice of Funding Availability. The City will not provide individual notice of changes; and applicants are responsible for regularly checking the City of Spokane’s website for answers to questions, process updates, clarifications, or amendments. However, the City will provide any addenda to organizations who request addenda. The City will not pay for any costs the organization may incur while they are preparing their application, providing information requested by the City, or participating in the selection process.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Announcement of Notice of Funding Availability	October 26, 2022
Last Day to Submit Questions	November 7, 2022
Deadline for Submission of Applications	November 14, 2022
Evaluation, Negotiation and Contract Award	November 30, 2022
Begin Contract Work	December 5, 2022

The City reserves the right to revise the above schedule.

1.8 FUNDING

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a Proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document, see Attachment A. The total available up to \$1 million in funds shall be used for grants to artists, art venues, and organizations and other arts oriented creative businesses.

Administrative expenses are allowable up to 10% of funds awarded through your program.

1.9 DEFINITIONS

Definitions for the purposes of this NOFA include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this NOFA.

Organization or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Organization submitting a Proposal in order to attain a contract with the City.

NOFA – Notice of funding availability

Debarred – Excluded from Federal procurement and non-procurement programs throughout the U>S Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. The SAM system combines data from the Central Contractor Registration, Federal Register, Online Representation and Certification Applications, and the Excluded Parties List System.

2. SCOPE OF SERVICES

The City of Spokane, through its Accounting and Grants Department, (hereinafter “City”) is initiating this Notice of Funding Availability (NOFA) to solicit applications from qualified and experienced organizations/agencies to select and organization(s) to distribute NOFA grants to Employment Support in the Arts providers for specified programs and staffing support needs within the City of Spokane.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the organization to a contractual relationship. Include the following information about the organization and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the organization (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the organization would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the organizations governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

- A. Indicate the experience the organization, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the organization that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how organization will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The organization shall commit that staff identified in its Proposal will perform the assigned work. Any staff substitution must have the prior approval of the City.
- B. Include a list of contracts the organization has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm’s ability to perform the services needed under this NOFA. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The organization grants permission to the City to contact the list provided.

C. If the organization has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the organization's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the organization in the past five (5) years, so indicate.

EMPLOYMENT SUPPORT OF THE ARTS RESPONSE

1. Do you currently have staff to dedicated to managing the NOFA Grant Funding distributions?
2. What makes your organization the best option for selection?
3. What constraints, limitations, or restrictions will impact the performance of service?
4. Provide a measurable goal that will be used to determine the success and impact of this program. Specifically define outcomes of this goal and how it would be measured.

RACIAL EQUITY AND CLIENT ENGAGEMENT

1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.
2. Describe the areas which represent the applicant organization's/partnership's strengths or assets, and describe the areas in which the applicant organization has room for growth?
3. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are typically not able to respond to formal NOFA's. Include efforts related to service design, staffing, outreach and engagement approach, and language access.
4. Explain how the applicant agency/partnership will make services available to populations under-represented, including racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ youth and adults, and people with limited English-language proficiency

PROGRAM OVERVIEW AND DISCRPTION

1. Describe the existing or proposed program
2. If this is a proposed program.
 1. Outline which supportive services your organization/partnership envisions being offered to participants and when.

STAFFING PLAN

1. Describe existing or proposed staffing model

PROGRAM PERFORMAMCE AND EVALUATION

Applicants' organizations are required to continuously monitor the effectiveness, efficiency, relevance, and sustainability of their projects through targeted and feasible performance evaluations.

1. Outline a plan that details how the applicant organization/partnership will continually ensure that project performance meets or exceeds the performance standard as outlined by the City of Spokane.
2. The plan should address the following:
 - Explain your organization's prior experience with the program type. Project, and/or client population
 - Describe how your organization has involved clients input into project/program design, evaluation and/or decision-making.
3. Describe what technical assistance may be needed for successful implementation of deliverables indicated in this NOFA

3.5 COST PROPOSAL

Applicants will be required to complete and submit a **Detailed Budget** which outlines a composite annual budget for the proposed services. The Detailed Budget must have an accompanying *budget narrative and justification* that provides, in detail, the total amount for implementation of the project your organization is proposing. If multiple agencies will be partnering on this proposal provide a cost breakdown of the expenses that will be incurred by each individual agency.

1. Describe if the applicant organization has other committed sources of funding that will support the sustainability of this program. Please detail the source and the terms for when the funds will be available for this project, if any.
2. Describe what the applicant organization is doing to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
3. If the budget included indirect costs, please provide an explanation of the proposed indirect cost method/

* Please note reimbursement will be on a monthly basis and associated with submitted metric performance reports and based on awards given to program recipients.

BUDGET NARRATIVE

Explain how the requested funds will be used to support the participants served by this project. For each line item listed with a dollar figure (except expense category subtotals), provide a brief narrative detailing:

- a) how the item relates to the proposed service
- b) the method used to determine the cost

The budget narrative should be laid out in the same format relative to the budget categories as provided in the budget worksheet and provide information regarding the basis of estimation for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, and vendor quotes, etc.).

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically by email to NOFAproposals@spokanecity.org before the due date and time. **Hard paper or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring organizations as finalists for an oral presentation and evaluation. The NOFA Coordinator may contact the organizations for clarification of any portion of the organizations Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

MANAGEMENT PROPOSAL – 75% <ul style="list-style-type: none"> • Overall proposal 15% • Proposal Requirement Responses 15% • Racial Equity and Client engagement 15% • Staffing Plan 15% • Project Performance and Evaluation 15% 	75 Points (Maximum)	75 points
COST PROPOSAL – 25%	25 Points (Maximum)	25 points
GRAND TOTAL FOR WRITTEN PROPOSAL		100 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This NOFA does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the NOFA may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this NOFA. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA

6. NOTICE OF FUNDING AVAILABILITY – TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Business or the Business’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Business uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Business and is not “work made for hire” within the terms of this Agreement.

4. REVISIONS TO THE NOFA

In the event it becomes necessary to revise any part of this NOFA or provide any other pertinent information, it shall be posted to the City of Spokane's website. The City also reserves the right to cancel or reissue the NOFA in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. 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.

13. DISPUTES

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

14. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

16. **LIABILITY** The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

17. **INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Ensuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided.

The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



Accounting Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3304
(509) 625-6320
FAX (509) 625-6939
Michelle Murray, Accounting Director

Spokane Arts Fund
Melissa Huggins
P.O Box 978
Spokane, WA 99210

12/5/2022

Dear Spokane Arts,

Thank you for submitting your grant application for the Employment Support in the Arts Grant for 2022 funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds. (CSLFRF).

The Employment Support in the Arts Committee is very pleased to inform you that Spokane Arts has been selected for a one (1) year \$1,000,000 award with an optional 1 year extension if the full \$1,000,000 is not expended by the end of the initial contract period (contingent on Council approval) for the Spokane Arts program. On the basis of the work you presented and the history of your non-profit's standard, we are encouraged that your program will continue to be successful.

On behalf of the City of Spokane, please know we are happy to support the important program you are providing to the community. We wish you much success in your efforts as you undertake the responsibilities of your program. If you accept our proposal, kindly reply back to us as soon as possible.

Sincerely,

Makayla Sauve
accountinggrantsadmin@spokanecity.org
Employment Support in the Arts Grant Committee
City of Spokane

7. ARPA Terms and Conditions

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;

Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);

For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);

For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers:

Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency

For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

Notice of awarding agency requirements and regulations pertaining to reporting;

Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;

Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;

Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);

Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);

Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and

Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

Identify as a Subaward (2 CFR 200.332(a));

Federal Award Identification (2 CFR 200.332(a)(1));

Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));

Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));

Indirect cost rate (2 CFR 200.332(a)(4));

Records access & retention (2 CFR 200.332(a)(5));

Closeout provisions (2 CFR 200.332(a)(6)).

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

02/27/2023

Date Rec'd	2/7/2023
Clerk's File #	OPR 2023-0248
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY AND ECONOMIC DEVELOPMENT
Contact Name/Phone	STEVE X6835 MACDONALD
Contact E-Mail	SMACDONALD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0750 - BROADBAND/FIBER CONSULTANT CONTRACT

Agenda Wording

Contract to continue work on expanding Broadband-Fiber Infrastructure in the City of Spokane.

Summary (Background)

The contract will allow the Community & Economic Development division to hire a consultant who would work with City staff, Council, and the administration to ensure the City's digital equity and economic development priorities related to broadband and fiber are included in the Spokane County Broadband Action Team's plan which will be submitted to the WA State Broadband Office at the end of May 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 75,000

Select \$

Select \$

Select \$

Budget Account

1425-88155-18880-54201-97328

#

#

#

Approvals**Dept Head** MACDONALD, STEVEN**Division Director** MACDONALD, STEVEN**Finance** MURRAY, MICHELLE**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** PSCH - 2/6/23 & UE -
2/13**Council Sponsor** CP Beggs**Distribution List**

smacdonald@spokanecity.org

sbishop@spokanecity.org

efinch@spokanecity.org

joe@joepoire.com

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Broadband/Fiber Consultant Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The contract will allow the Community & Economic Development division to hire a consultant who would work with City staff, Council, and the administration to ensure the City's digital equity and economic development priorities related to broadband and fiber are included in the Spokane County Broadband Action Team's plan which will be submitted to the WA State Broadband Office at the end of May 2023.</p> <p>Due to the short timeframe before the plan must be submitted, Finance's Procurement Department was consulted, and it was determined the best way forward was to split the approved \$150,000 in ARPA funding into two smaller contracts of \$75,000 each. This allows us to move forward more quickly and allows the consultant adequate time to gather and submit information to be included in the plan. The second contract, or contract extension with cost, will also come before Council for approval in May.</p>
Proposed Council Action	Requesting approval of the contract – PSCH Committee & Council Briefing (02/06/23) & Council Vote (2/13/23)
Fiscal Impact Total Cost: \$75,000 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: ARPA dollars previously approved by Council (will be split into 2 contracts of \$75,000 each) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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 proposal's goal is to improve digital equity & inclusion and infrastructure to some of Spokane's most vulnerable, high poverty residential and commercial communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.	

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

Data will be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.

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

This proposal aligns with the Comprehensive Plan's Economic Development sections ED 3 Strong, Diverse, and Sustainable Economy and ED 6 Infrastructure by allowing improvements in digital equity & inclusion and infrastructure that will encourage more business growth and job opportunities in areas that may not currently be equipped.



City of Spokane
CONSULTANT AGREEMENT
Title: BROADBAND/FIBER
CONSULTANT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **JRP INTEGRATED SOLUTIONS, LLC**, whose address is South 108 Bartholow, St. John, Washington 99171 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Broadband/Fiber Consultant Services; and

WHEREAS, the Consultant was selected from an Informal Request for Proposals and in accordance with Ordinance C36347, passed 12/12/22; and

WHEREAS, the City is authorized to expend ARPA funds for this contract; and

WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2023, and ends on June 15, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane, Community and Economic Development, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability,

or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the

Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to

be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

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

JRP INTEGRATED SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant's Proposal
- Attachment - ARP/CSLFRF CFDA 21.027
- Attachment – General Terms and Conditions

EXHIBIT A

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

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

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit B

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act-

Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;

- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. 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.

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding 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.
- B. 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 Federal 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 of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. 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, United States 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.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

EXHIBIT B

LETTER OF SUBMITTAL
FOR
BROADBAND/FIBER CONSULTING SERVICES
COMMUNITY & ECONOMIC DEVELOPMENT



01/27/2022

FOLLOW-UP CONTACT:

Joe Poire
CEO
(509) 850-6335
joe@joepoire.com

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LETTER OF INTEREST

JRP Integrated Solutions (JRP) consulting, founded by Joe Poire, is an LLC formed for the purposes of bringing creative solutions and strategies for broadband development, specifically for municipal and nonprofit broadband networks.

We have a long history of being a partner to Washington's public agencies, our principal and advisors have been working in private and public sector broadband for over 40 years. In 2015, we started seeing a sharp increase in requests to help communities get on the Road to Broadband. In line with our mission to support economic opportunities for communities, we launched our professional services program. Through dozens of partnerships with other public agencies, tribes, and communities throughout the state, we leverage our knowledge, experience, and resources to work directly with organizations and the communities they serve to prepare and deploy broadband networks, develop organizations, and provide staff training and mentorship opportunities. Each of our team members have no less than 20 years in facilitating broadband development and that doesn't include the experience these professionals brought with them before engaging in this meaningful goal. We are all well-versed in the principles and values that have made broadband such a statewide success story for so many years. We are eager to share our experience and passion for broadband with emerging network owners and operators.

A partnership with JRP means having a partner who can support every aspect of telecommunications support services for today and into the future. We pride ourselves on being an innovative, responsive, and knowledgeable asset in the public telecommunications space. We hope to bring this experience to work for your efforts!

OUR UNIQUE RESUME OF ACCOMPLISHMENTS:

We have deployed many kinds of broadband infrastructure.

- Our leadership consists of founding principal executives of two municipal broadband corporations in Washington State. We have experience in building foundation documents and structuring public broadband entities. We can work with your organization to build the structure needed to own assets and provide services in your community while staying inside municipal code.
- We have led in the deployment and operation of world-class infrastructure by consistently engineering and deploying the highest capacity circuits in the Northwest through our engagement with public benefit networks.
- We strive to be innovative by bringing new services and ideas that provide value, such as affordability plans, digital equity strategies, and
- We have operated and advised on more than 4,300 miles of new fiber optic build plans and have developed operating plans for multiple statewide mid mile and residential networks statewide.
- We have experience in designing and building high-capacity networks, residential networks, Operations Centers, and Engineering and Management service groups

We are a trusted public partner.

- We come from the public, each of our team has more than 20 years of service supporting municipal broadband, we have a deep understanding of the principles, and values public entities operate from to achieve their strategic plans.
- We have assisted in the support dozens of municipalities in all aspects of public telecom.
- Through our partners, we have access to experienced engineering teams to complete the technical engineering required for fiber and wireless telecommunications systems.
- We provide technical support such as Operating management from Network Operations Centers – call center, monitoring, and network event response.
- We develop business case analyses alongside our community partners to create fiscally sound non-profit operating cost models for public benefit networks or revenue generation models via service provider partnerships.

We have a successful track record of public partnerships.

- In just the past two years, we have assisted in over 100 million dollars' worth of broadband infrastructure grants for the deployment broadband infrastructure to local areas, as well as executed on a multitude of broadband feasibility studies, funded by awards grants.
- We have directly supported the development of open access and municipal networks. Our team has engaged in network operations and business planning for Ports and PUD networks, including the creation of Internet Service Provider organizations through both retail and wholesale operations.
- We have a positive long-term history over twenty years of maintaining positive business relationships with many of Washington's 39 counties and 29 tribal nations.
- We believe in strong networks with sound business practices, our intent is work with stakeholders for the long term sustainability of these initiatives.

We are pleased to provide the included materials in response to your recent Informal Request for Proposal. We look forward to discussing how we can support your team and the future broadband services we can look forward to providing the communities of the greater Spokane region. If further discussion or materials are needed to assist in making your decision, please don't hesitate to reach out to me.

Best Regards,

A handwritten signature in blue ink, appearing to read "Joseph R. Poire".

Joseph R. Poire
CEO, JRP Integrated Solutions

SCOPE CONFIRMATION

1. Attend and facilitate virtual and in-person meetings and provide on-call support as needed.

Acknowledged and will comply. JRP intends to comply through a routine cadence of broadband planning and update sessions. These will be a mix of in-person and on-call support, as requested, throughout the life of the project. Additionally, the city will have direct access to both the principal project manager and the advisory council member through the project life.

2. Work with City leadership and staff to further refine the goals of the City for broadband adoption, including an infrastructure gap analysis to define broadband necessary to meet the City's goals for broadband services to under-served neighborhoods, public development authority districts and other locations in the City as described in the City of Spokane Broadband Assessment Report (December 2022) as well as other reports and plans provided by the City.

Acknowledged and will comply. Please see the included work plan for an outline of suggested opportunities to fulfill the broadband needs of the city. JRP integrated solutions has a long-standing history of identifying and encapsulating solutions on the broadband gap and digital equality issues facing our Washington State communities.

3. Collaborate with the Spokane County Broadband Action Team (BAT) membership, consultants, and other participants to ensure the City's priorities are included in the final plan submitted to WSBO by WSU-Extension.

Acknowledged and will comply. JRP has and would continue to engage with the Spokane County BAT team during their regularly scheduled stakeholder meetings, as well as participate in the coordination of the upcoming 5-Year Strategic Plan and Digital Equity Plan as requested by WSU-Extension. We will foster effective alignment of the broadband and digital equity plans, assist in building and strengthening the BAT, assist in Executive summary, join in the development of the vision, goals, and objectives of the BAT, and participate in the workplan construct from the WSU-Extension Workplan.

4. Planning and utilization of the City's broadband/fiber/conduit in order to achieve the City and region's goals regarding digital equity and economic development.

Acknowledged and will comply. We have reviewed the fiber and conduit infrastructure of the city, and with our team of personnel feel comfortable providing an infrastructure plan to support its current development, plus finding creative ways to leverage growth and expansion.

5. Provide a business plan for the creation of, and operation of, a municipal corporation or other form of organization to manage the operations, marketing, expansion and maintenance of the City's fiber and broadband infrastructure for the benefit of the City's under-served neighborhoods, PDS's and other districts.

For a municipal or similar public benefit network, JRP can provide a detailed administration and operations plan to help facilitate the vision, mission, and goals of the City for affordable and reliable broadband services, including digital equity and other broadband-related social services platforms. For reference, JRP is supplying as APPENDIX A an operating model framework to assist reviewers in the understand of our qualifications regarding this task.

APPENDIX A: WORKPLAN

BACKGROUND

The City recognizes broadband access is critical to the residents of the City and to Washington State. Broadband access will enrich lives, provide economic prosperity, and create valuable opportunities for social services adoption. Access to information and technology is a fundamental social justice goal. In response to digital equity issues, a number of jurisdictions nationally are adopting action plans aimed at ensuring disadvantaged residents and communities are not left behind. Ensuring equal opportunity and access to the Internet for all residents—regardless of age, income, or ability—allows them to participate in our increasingly digital world.

JRP will support the City's network development needs by contributing business and telecom professionals who will work with the City's representatives to develop the strategic direction of the broadband network. Annual budgeting and policies could be created and managed by the results of this work. JRP will outline the managing of day-to-day operations and work directly with City representatives to ensure budgets are being developed and maintained; and policies are being implemented.

ROADMAP

The broadband assets of the local community and the City's current fiber network have yet to be leveraged to solve existing digital equity challenges. Further analysis is warranted to determine the feasibility of a City broadband service network. Coupled with an aggressive implementation of the ACP program, an effective digital inclusion strategy, and Broadband Action Team involvement, digital equity and inclusion for all citizens is achievable. As such, it is in the City's best interest to develop a broadband advisory and program management initiative by partnering with a qualified management firm to oversee the development, operation, facilitation, and execution of the program initiative.

WORKPLAN

JRP Consulting will serve as the key internal advisor to the City. Under the City's direction, we will provide consultation and technical assistance for the key tasks below:

TASK 1: ADVISORY SERVICES

Our advisory services will support the city's broadband initiatives as outlined below:

- Provide strategic advice, subject matter expertise and technical assistance regarding the implementation of the City's broadband initiatives.
- Assistance in planning and coordinating broadband initiatives to ensure alignment with strategic objectives, providing for both in-person and virtual meetings.
- Assistance reviewing contracts and other documents associated with the development, construction, and maintenance of any broadband infrastructure plans.
- Assistance organizing incoming/outgoing information, developing project status reports, and creating information flow amongst project stakeholders.

TASK 2: BROADBAND ACTION TEAM DEVELOPMENT AND COORDINATION

We will support and coordinate the City's development of a Broadband Action Team, engaging community leaders, Spokane County, and other stakeholders to fulfill the objectives below:

- Assist with the BEAD digital planning activities, including but not limited to:
 - Development of the City's BEAD Five-Year Action Plan for digital equity and inclusion (as defined by the NTIA (NOFO))
 - NTIA Statewide Digital Equity Guidance Plan deliverables
- Stakeholder engagement and outreach, including the compilation of a stakeholder list of organizations that work with target populations as defined by the Equity Act.
- Identification of needs beyond those revealed using FCC maps, in concert with WSBO and other contracted resources.
- Identification of access and adoption barriers, possible alternatives, and prioritization of actions to mitigate identified barriers.
- Preliminary feasibility analysis of middle mile projects that would deliver services to more remote areas within the City that are unlikely to be fiber-connected.
- Public engagement relevant to the project.

TASK 3: DEVELOP A 5-YEAR STRATEGIC PLAN

A strong strategic plan will enable City leaders to review opportunities for network development and develop and revise organizational policies as needed to reflect strategic direction. JRP Consulting's development of a strategic plan will include activities such as:

- Workshops with stakeholder groups to review knowledge gained from previous scopes, current needs, and barriers to access and adoption.
- Review and provide technical assistance on a scale-up strategy including business and technical modeling for future deployment.

TASK 4: DEVELOP A BUSINESS PLAN

A strong business plan will provide City leaders with the fundamental understanding of the goals and objectives of the broadband agency as it relates to its vision and mission statement. The business plan provided by JRP consulting shall include the business concept, marketplace and customer analysis, and a detailed financial section. We will provide for marketing strategies, development of an operating and management plan, and support necessary financials factors.

In concert with this deliverable, we will partner with the City in the development of:

- An outline of the requirements for day-to-day operations and a process for routine business decisions, guided by policy.
- Identify and suggest business models and revenue streams, using other successful government and private providers as examples.
- Provide for and assist with the broadband management functionality by developing operating and organizational policies and guidelines.
- Assistance with long-term management of the Affordable Connectivity Program.

We have included a sample pro forma of a hypothetical 5-year plan of operating revenue and expenses for your consideration (Figure 1). It assumes a network growing roughly 300 customers per year during its first 5 years.

Figure 1. Sample Proforma

		2023	2024	2025	2026	2027
		Budget	Budget	Budget	Budget	Budget
OPERATING REVENUES						
	Rate					
Residential Customer Count	\$49	0	342	684	1026	1368
Commercial Customer Count	\$69	0	21	42	63	84
Commercial Fiber Customer Count	\$99	0	2	2	2	2
High-Capacity Customer Count	\$450	0	0	1	1	1
Telecom Sales (MRC)		0	220,860	444,744	663,228	881,712
Future Rate Increases		0	0	0	0	0
Other Operating Revenue (NRC)		0	91,250	182,250	273,000	363,750
Total operating revenue		0	312,110	626,994	936,228	1,245,462
OPERATING EXPENSES						
Upstream Internet Cost		1,500	2,526	3,552	4,578	5,604
Warehouse, Procurement		8,500	8,755	9,018	9,288	9,567
Pole Attachments	\$30	30,000	60,000	120,000	180,000	240,000
Contractor Support		25,000	25,750	26,523	27,318	28,138
Labor - 2		290,000	298,700	307,661	316,891	326,398
Distribution Expense (Repairs, Maint.)		15,000	15,450	15,914	16,391	16,883
Legal and Admin		21,500	22,145	22,809	23,494	24,198
NOC: Network Support Systems		32,039	33,000	33,990	35,010	36,060
Vendor: Technical Support Plans		17,871	18,407	18,959	19,528	20,114
Tax exp		0	12,091	24,290	36,269	48,249
Total operating expense		441,410	496,825	582,715	668,767	755,211
Operating income		(441,410)	(184,715)	44,279	267,461	490,251

APPENDIX B: PROJECT MANAGEMENT

TEAM STRUCTURE

JRP Integrated Solutions will support the requirements of this proposal with a senior leadership team who have an extensive background in broadband development and deployment. The two primary support leaders consistently create vibrant telecommunications and infrastructure plans for well-established operating agencies. Both the Port of Whitman/Petrichor and NoaNet open access networks have established themselves as models in the telecommunications industry, and thorough this experience bring incredible and strong leadership and management tools that will strengthen the planning efforts of the City.

STAFF QUALIFICATIONS / EXPERIENCE

Joe Poire, JRP Integrated Solutions, CEO: Joe will serve as Project Manager. He has business experience in both the public and private sectors, including the founding and operation of companies developing business opportunities, raising capital funds, and designing and operating telecommunications network systems. He has been a majority stockholder in three telecommunications companies involved in broadband distribution and product design. As an Executive Director of the Port of Whitman County, Joe interacted with a wide range of stakeholders, including elected and appointed officials at all levels of government, regional business leaders and local residents. A respected public policy expert in municipal broadband initiative and economic development strategies, Joe led the Port of Whitman County to more than 400 percent growth in revenue during his tenure.

Chris Walker, NoaNet, Advisory Council: Chris will support the efforts of the project through Advisory and Business Development and Planning. Chris has been with NoaNet since 2001. As Strategic Executive Director of Infrastructure Strategy, he delivers on network growth and expansion, strategic planning, network development, digital equity, and broadband planning for emerging public benefit networks. Chris has acted as department head for many of NoaNet's critical functions, including Network Operations and Engineering, Outside Plant Construction, Network Operations Center, Professional Services, and Community Outreach. Chris provides the technical knowledge and overall management of NoaNet's Broadband and Digital Equity Outreach program for community stakeholders, state and local government, and regional broadband programs. He was the executive director of the NoaNet BTOP construction build-out and sets the architectural direction of the network throughout the state. Before NoaNet, Chris served 12 years in the armed forces.

APPENDIX C: REFERENCES

REFERENCES

JRP REFERENCE ACCOUNT #1

Client:	Spokane Conservation District
Address:	4422 E 8 th Ave Spokane Valley, WA 99212
Reference Name:	Vicki Carter
Title:	Executive Director
Phone:	(509) 535-7274
Email:	vicki_carter@sccd.org
Description of Work Done:	<p>Development of commercial property business plan for the 58 acre conservation district campus. This work came to fruition with a Community Economic Development Board loan of \$4.2M for the construction of a 12,000 sq ft building on campus.</p> <p>JRP conducted a feasibility study for a public market to be built on the conservation district campus. The study focus is how to structure a public market that will become a year-round food hub in the Spokane Region. A ten-year financial proforma and business plan is included in the study. Formation of this entity is similar in structure to a municipal broadband entity.</p>

JRP REFERENCE ACCOUNT #2

Client:	Port of Skagit County
Address:	15400 Airport Drive, Burlington, WA 98233
Reference Name:	Sara Young
Title:	Executive Director
Phone:	(360) 757-0011
Email:	sara@portofsjkagit.com
Description of Work Done:	<p>The Port of Skagit County has been building fiber optic assets in Washington State since 2010. The Port operates a fiber plant that spans from the Skagit Valley to the Cascade mountains. The Port of Skagit is a founding member of Petrichor Broadband, LLC, a Washington Public Ports municipal corporation that JRP CEO, Joe Poire created in 2019 and managed until 2022. JRP has been involved in the planning, design, and construction of the Port of Skagit network for the past 8 years. JRP has assisted in obtaining public funding through county economic development funds, state grants, loan programs, and most recently the American Rescue Plan Act funds.</p>

NOANET REFERENCE ACCOUNT #1

Client: Public Utility District #1 of Benton County
Address: 2721 W. 10th Ave, Kennewick, WA 99336
Reference Name: Chris Folta
Title: IT Director
Phone: (509) 582-1212
Email: foltac@bentonpud.org
Description of Work Done: Benton County PUD fully integrated its network operations, sales and marketing, business planning, and capital improvement business operations with NoaNet in 2012. The network is engineered, maintained, and managed entirely by NoaNet's Operations and Engineering teams. NoaNet also provides recommendations, consulting on strategic direction, and performance reviews to the PUD. Through NoaNet, Benton County businesses and industries have access to an extensive fiber optic network, allowing them to compete in a high-speed, technical world. Reference Account #2

NOANET REFERENCE ACCOUNT #2

Client: City of Anacortes
Address: 904 6th Street, Anacortes, WA 98221
Reference Name: Emily Schuh
Title: Director of Administrative Services
Phone: (360) 299-1941
Email: emilys@cityofanacortes.org
Description of Work Done: NoaNet has worked with the City of Anacortes since 2016, when they began exploring ways to improve the reliability and speed of Internet services in their area. Utilizing NoaNet's Community Outreach platform and Demand Aggregation tools, the community completed a demand aggregation survey and mapping exercise expressing interest in a municipal fiber system.

In coordination with NoaNet, a strategic direction, network design, network engineering plans, and a business plan were developed for the City to deploy an area-wide network to serve both residents and businesses. NoaNet's Outside Plant team managed construction, permitting, and oversight of network deployment in phases as City resources would allow.

NOANET REFERENCE ACCOUNT #3

Client: Lewis County Public Utility District #1
Address: 321 NW Pacific Ave, Chehalis, WA 98532
Reference Name: Jeff Baine
Title: IS and Telecommunications Manager
Phone: (360) 748-9261
Email: jeff@lcpud.org
Description of Work Done: NoaNet has completed a broadband study, developed an assessment and program development guiding document, and a county-wide network design with construction cost analysis for Lewis County PUD over the past two years. We are currently retained for grant program development, applications, and grant management support.

NoaNet staff worked with a designated project manager at Lewis County PUD to determine the goals and objectives of the district for community outreach. These goals, once determined, were used in the preparation of a market assessment of the local community. NoaNet also supported the marketing of demand aggregation tools and municipal broadband education efforts through strategic marketing and community engagement.

EXPERIENCE WORKING WITH PUBLIC AGENCIES

JRP Integrated Solutions is proud to have a long and positive history of working alongside public agencies, ports, utility districts, and tribal nations to support them in accomplishing their objectives. From network design and construction management to staff training and business development resources, we are honored to be a trusted resource and partner for many public and tribal communities. We strive to support their determination and independence in establishing businesses and programs to deploy high-speed connectivity.

LEGISLATIVE ADVOCACY

When it comes to broadband, we believe citizens are best served by a consistent approach to technologies and business models statewide. That's why we advocate for publicly owned, open-access infrastructure. By aggregating need and leasing wholesale and retail services at a price point that allows competitive pricing to consumers, public entities, and facilitates economic development in communities.

This proven approach of building public fiber is addressing the inadequacies of past policies and public investments in telecommunications infrastructure. Our mission is to educate legislators at all levels of government in our initiatives to promote and invest in this public-private approach.

We have been involved in eight pieces of Washington State legislation. In 1998 we started by writing language that brought legal authority to Ports and PUDs to provide wholesale telecommunications infrastructure. In 2020, the Washington State legislature granted municipal broadband entities retail authority to help solve the digital divide. We have worked with Senator Murray since 2019 on the Digital Equity Act until its passage in the Infrastructure Investment and Jobs Act in 2021. We believe we have sound public policy strategies to carry out this critical legislation.

- The demand for bandwidth is continually growing, particularly as people connected from home during the COVID-19 pandemic. Washington State Senate Bill 5511 requires 1 gig backhaul to every community and anchor institution by 2026, and 150/150 mbps symmetrical service to all citizens in 2028. These goals will not be met by focusing on trying to stretch the use of existing copper infrastructure.
- There are many homes that cannot obtain landlines in due to a shortage of copper lines. Companies no longer invest or upgrade copper. Fiber costs less to deploy. Often, copper infrastructure is too brittle to maintain. To touch it is to break it.
- Open Access Networks should be promoted when public dollars are used to build infrastructure.

FORMATION OF PUBLIC ENTITIES TO OPERATE BROADBAND NETWORKS

Petrichor Broadband, LLC was founded by six Ports in Washington State. By coming together to operate a municipal broadband company aggregated need and formed an economy of scale for business planning, capitalization of networks, and operations of municipal broadband networks. JRP CEO, Joe Poire, was the lead on creating this municipal corporation from its formation documents through its first two years of operations as CEO until his retirement in 2021. Petrichor assisted over twenty public entities with broadband feasibility studies and grant writing, having over \$100M awarded in 2021 to its clients for broadband infrastructure.

Founded in 2000, NoaNet is a public-benefit telecommunications organization that supplies solutions and resources for all aspects of broadband and telecom projects serving Washington State. Their team of network

analysts, engineers, consultants, customer care representatives, outside plant, and IT professionals are ready to help your organization bring world-class telecommunications technology and all of the opportunities that come with it to rural communities in Washington State. Chris Walker, Senior Executive Director, Infrastructure Strategy, brings over twenty years' experience in public broadband network administration. Through these years his teams are credited with developing the City of Anacortes residential and business fiber to the home network, development of the NoaNet Network Coordinated Services platform (networks working together), transition of the Lewis County PUD Dark Fiber Business model to a lit open access residential business subscriber network, and public network development for entities such as the Colville Confederated Tribes, Spokane Tribe of Indians, and Grays Harbor PUD; and lastly, created a grant application strategy to bring rural connectivity programs to the public.

APPENDIX E: RATE SHEET

RATE SHEET

GENERAL FEES:

	Per Week
Lump Sum	\$6,250.00

REIMBURSABLE FEES:

Per Diem (daily)	\$175.00
Hotel (\$200 cap)	Cost plus 10%
Airline Flight and / or Vehicle Rental	Cost plus 10%
Material Fees	Cost plus 10%
Mileage	Included in Per Diem

APPENDIX F: EXCEPTIONS LETTER

JRP Integrated Solutions does not have any exceptions to the Items outlines in Sections 4.4 through 5.4.



< Business Lookup

License Information:

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

Entity name: JRP INTEGRATED SOLUTIONS LLC

Business name: JRP INTEGRATED SOLUTIONS LLC

Entity type: Limited Liability Company

UBI #: 604-969-686

Business ID: 001

Location ID: 0001

Location: Active

Location address: 108 S BARTHALOW AVE
SAINT JOHN WA 99171-9676

Mailing address: 108 S BARTHALOW AVE
SAINT JOHN WA 99171-9676



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Dec-31-2023	Dec-16-2022

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

Governing people	Title
POIRE, JOSEPH	

The Business Lookup information is updated nightly. Search date and time:
1/10/2023 5:39:03 PM



EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Victoria Dalebout Insurance Agency Inc 4402 N Wall St Ste A Spokane WA 99205-5040		CONTACT NAME: Katie Meyer PHONE (A/C, NO, EXT): 509-327-1515 FAX (A/C, NO): 509-327-4167 E-MAIL ADDRESS: katie.vdalebout@farmersagency.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED JRP Integrated Solutions LLC 108 S Barthallow Ave Saint John, WA 99171		INSURER A: Underwriters at Lloyds London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PSL-0039590738	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	X		PSL-0039590738	01/01/2023	01/01/2024	Each Claim	\$2,000,000
							Annual Aggregate	\$5,000,000
							Deductible	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is covered as an additional insured on a primary and non-contributory basis as required by written contract.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Katie Meyer</i>
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**Agenda Sheet for City Council Meeting of:**

02/27/2023

Date Rec'd	2/7/2023
Clerk's File #	OPR 2023-0249
Renews #	
Cross Ref #	
Project #	
Bid #	RFP #5800-23
Requisition #	CR 24448

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - CONTRACT WITH TOBY'S BODY & FENDER

Agenda Wording

Fleet Services request the approval of a three-year contract with Toby's Body & Fender (Spokane, WA) for Auto Body Repair Services with two one-year renewals for an estimated annual expenditure of \$300,000.00 including sales tax.

Summary (Background)

This work will be done on an "as needed" basis. Toby's Body & Fender was the lowest responsive bidder to the RFP #5800-23 that was issued by the Purchasing Department and responses were due on 1/3/2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71700-48345-54803-99999

#

#

#

Approvals**Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** PIES 1/30/23**Council Sponsor** CM Bingle**Distribution List**

tprince@spokanecity.org

Fleet Services Accounting

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Contract with Toby’s Body & Fender
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services request the approval of a three-year contract for Auto Body Repair Services with two one-year renewals. The contract shall be with Toby’s Body & Fender (Spokane, Wa) for an estimated annual expenditure of \$300,000.00 including sales tax. Work will be done on an “as needed” basis.</p> <p>Toby’s Body & Fender was the lowest responsive bidder to the IRFP #5800-23 that was issued by the Purchasing Department and responses were due on 1/3/2023.</p>
Proposed Council Action	Approve contract with Toby’s Body & Fender
Fiscal Impact Total Cost: <u>Estimated Annual Estimate is \$300,000.00</u> 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: Fleet Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> 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? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Toby’s has been a long standing, economical, and reliable vendor for auto body services.	
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? Aligns with the City’s Centralized Fleet Policy.	



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **AUTO BODY REPAIR SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TOBY’S BODY & FENDER**, whose address is 1022 North Normandie Street, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Auto Body Repair Services, in accordance with RFP 5800-23, and Company’s Response dated December 30, 2022, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2023, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company 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 Company'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.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company 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. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. 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.

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City 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.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

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

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

TOBY'S BODY & FENDER

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:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company’s Response to RFP dated December 30, 2022

EXHIBIT A

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

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

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

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

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

1. The lower tier contractor 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/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

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

02/27/2023

Date Rec'd	2/8/2023
Clerk's File #	OPR 2023-0250
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 625-4056
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620 - FY22 OVW ICJR SUBAWARD

Agenda Wording

Acceptance of sub-award through the YWCA for the FY22 OVW ICJR Domestic Violence, Dating Violence, Sexual Assault, and Stalking grant.

Summary (Background)

The Spokane Police Department (SPD), in collaboration with the YWCA Spokane, Spokane Family Justice Center and Spokane County, applied for and subsequently were awarded grant funds from the Dept. of Justice Office of Violence Against Women(OVW)to fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking. Grant period 10/01/2022 to 09/30/2026.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 268,240

Expense \$ 268,420

Select \$

Select \$

Budget Account

1620-91800-99999-33316-99999

1620-91800-21250-VARIOUS-99999

#

#

Approvals

Dept Head	MEIDL, CRAIG
Division Director	MEIDL, CRAIG
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 02/06/2023
Council Sponsor	Councilmember Cathcart

Distribution List

jhammond
spdfinance

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE

**YWCA SPOKANE
PARTNERSHIP AGENCY CONTRACT**

Funded under
Department of Justice,
Office of Violence Against Women
CFDA#16.590

**OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence,
Sexual Assault, and Stalking Grant Program Solicitation (ICJR)**

Federal Grant Award #
15JOVW-22-GG-01844-ICJR

This Contract is between YWCA Spokane and the Contractor named below.

CONTRACTOR NAME: City of Spokane	Contractor Doing Business As (DBA): Spokane Police Department
Contractor Address: 808 W Spokane Falls Blvd Spokane, WA 99201	Contractor Federal Employer Identification Number (EIN/TIN) (mandatory, for tax purposes) Tax ID#: 91-6001280
Contract Signatory Name and Title: Craig Meidl, Chief of Police	Billing Contact: Kevin Schmitt
Contact Phone: 509-625-6387	Contact E-mail Address: kschmitt@spokanecity.org

YWCA of Spokane Contact Information

Contract Signatory Name and Title Jeanette Hauck, CEO		Agency Address 930 N. Monroe Spokane, WA 99203	
Telephone: 509-789-9303	Fax: 509-326-1597	E-mail Address: JeanetteH@ywcaspokane.org	
Contract compliance contact: Elizabeth Backstrom Director of Grants & Contacts LizB@ywcaspokane.org 509-599-1265		Billing contact: Naomi Mosier, Senior Accountant NaomiM@ywcaspokane.org 509-789-9300	

Contract Start Date: October 1, 2022	Contract End Date: September 30, 2026
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This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

FOR YWCA of SPOKANE		FOR THE CONTRACTOR:	
Signature:	Date:	Contractor Signature:	Date:

- 1. Statement of Work.** The Contractor is responsible for delivering services in accordance with the 2022 application to the Office of Violence Against Women under the Improving Criminal Justice Responses Program (ICJR) proposal submitted by the YWCA Spokane, in the Proposal Narrative – Attachment A. Contractor shall comply with all eligible activities, program objectives, equal opportunity and financial management objectives, housing activities and project policies and procedures and performance requirements, as agreed to in the signed partnership agreement.

Contractor agrees to comply with all policies and procedures as referenced in the Department of Justice, Office of Justice Programs, Office on Violence Against Women special conditions included in the Award Conditions—Attachment B as issued by OVW. Contractor further agrees to open its records and other evidence of service delivery under this contract to YWCA Spokane in order to verify compliance with these guidelines if needed.

- 2. Billing Procedure.** Contractor shall be responsible for submitting a request for payment (using the attached billing form), accompanied by all required monthly reports and documentation, to YWCA of Spokane by the 10th business day of the subsequent month. YWCA Spokane must also have a current IRS form W-9 (Request for Taxpayer Identification Number and Certification) on file from the contractor. Payment. YWCA Spokane shall reimburse contractor within thirty (30) business days of receipt of submission of the billing form from Contractor.
- 3. Advance Payments Prohibited.** YWCA Spokane shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
- 4. Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.
- 5. 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 agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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. Obligations under this paragraph shall be interpreted as coextensive with applicable nondiscrimination laws and regulations.
- 6. Confidentiality.** The Contractor agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor shall not use or disclose any information concerning YWCA Spokane or its clients or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract except as clients consent to such information's release or such release is ordered by a court of law.
- 7. Contract Execution and Amendments.** This Contract shall be binding on YWCA Spokane only upon signature by its CEO. YWCA of Spokane and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind YWCA of Spokane and the Contractor.
- 8. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Spokane County, State of Washington.
- 9. Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of YWCA Spokane. The Contractor shall not hold itself out as, nor claim status as, an officer, employee or an agent of YWCA Spokane. The

Contractor shall indemnify and hold YWCA Spokane harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.

10. Insurance Coverage. During the term of this contract the Contractor shall maintain in force, at its own expense, each insurance coverage noted below:

- Worker's Compensation Insurance in compliance with Washington State law, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance for \$1,000,000.
- General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that YWCA of Spokane and its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this contract.
- Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurers to YWCA of Spokane.

As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates upon request of YWCA Spokane. The certificate shall specify all those who are additional insured and include applicable policy endorsements, the sixty-day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities must have a rating of A- or higher by Best. The Contractor shall be responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Inspection; Maintenance of Records. During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to YWCA of Spokane for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules of this Contract.

During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, of this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to YWCA Spokane and all expenditures made by the Contractor to perform as required by this Contract.

12. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.

13. Savings. In the event that funds YWCA Spokane relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, YWCA Spokane may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination

14. Subcontracting. The Contractor shall not subcontract any of the services provided under this Contract unless so specified in this Contract.

- 15. Termination.** Either party may terminate this contract with 30 days written notice to the other party. Termination shall be effective as of the date specified in the notice of termination. YWCA Spokane shall be liable for and shall pay for only those services authorized and provided through the date of termination.
- 16. Waiver.** A failure by YWCA Spokane to exercise its rights under this contract shall not preclude YWCA Spokane from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in writing and signed by an authorized representative of YWCA Spokane and attached to the original contract.

Attachment A: ICJR Project Narrative

See attached PDF for Project Narrative

Attachment B: Award Letter & Special Conditions

See attached PDF from the US Department of Justice Office of Violence Against Women

Attachment C: Budget & Budget Narrative

See attached PDF for Project Budget

Purpose of the Proposal

1. Description of the Communities and Traditionally Underserved Populations

YWCA Spokane (YWCA) and Spokane Family Justice Center (FJC) partners submit our application to OVW to Improve Criminal Justice Responses (ICJR) to Domestic Violence (DV) to be implemented in Spokane County in Washington State. Our request represents a new application for work previously funded by ICJR and is a collaborative project of the YWCA, the city and county. Characteristics of our service area include high rates of DV, low median incomes and high levels of poverty. Spokane County has consistently recorded DV rates that far exceed our state’s average. In 2020, incidences of DV were double the state average (Spokane County: 14.7/1,000 vs. 7.2/1,000 in WA State.) Median household (HH) income in Spokane also lags behind the state, and poverty rates are higher here, as is depicted in Table 1.

Project County	Median HH Income	Difference	Poverty Rate
Spokane, WA	\$60,101	-\$16,905	13.4%
WA (state average)	\$77,006		9.5%

Our area is also experiencing extreme economic and social growing pains, including rapidly increasing cost of housing, rising costs of living and population growth, and fast-growing rates of homelessness. Homelessness in the City of Spokane increased 25% from 2018 to 2020, according to the city’s Point in Time Count. Domestic and family violence were listed as the top two reasons for homelessness in the city’s Point in Time count.² Housing prices have increased 60% since 2020, and the city’s mayor declared a state of housing emergency in 2021.³ In terms of underserved populations, the service area has a higher proportion of aging adults (10.2%) than the

¹ US Census Bureau. Poverty Rates, 2022, accessed March 31, 2022

² City of Spokane, Point in Time Count Report, 2020

³ The New York Times, ‘The Next Affordable City is Already Too Expensive,’ Feb. 20, 2022, <https://nyti.ms/3KaT5is>

rest of the state (8.8%) and serves as a hub for medical care and social services for those in outlying rural counties, which have a disproportionately aging population.⁴ The number of Limited English Proficiency (LEP) residents who live in Spokane County (7.2%) is lower than that of the state average (20%) or the U.S. (21.5%). Nonetheless, we recognize residents with LEP are often at higher risk for DV victimization, dating violence and stalking and face unique safety concerns. According to data from The UCLA Williams Institute, which uses surveys and CDC data to estimate the LGBT population in the US by state, Washington has a relatively high population of LGBTQ+ residents at 5.2%.⁵ LGBTQ+ survivors report consistently high rates of intimate partner domestic violence (IPDV) compared to heterosexual survivors. Underserved Black and Indigenous People of Color are described in the next section.

2. Description of the Service Area

Spokane County is the fourth most populous county in the state, with 546,040 residents. Primary cities in the service area include the city of Spokane and the city of Spokane Valley—the second largest and the 9th largest in the state, respectively. Spokane County covers an area of 1,764 square miles. Surrounded by rural areas in all directions, Spokane serves as the de facto service center and medical hub for an area that includes Eastern WA, North Idaho, Western Montana, and southern portions of British Columbia. Demographically, our service area is primarily white (88.9%). Hispanic/Latino and Asian residents constitute the largest minority groups at 6.1 and 2.4%, respectively. The remainder of residents are Black/African American (2.0%), American Indian/Alaska Native (1.8%), Native Hawaiian/Other Pacific Islander (0.6%). Residents reporting two or more races account for 4.2% of the total population.⁶ The Kalispel, Spokane, and Colville

⁴ US Census Bureau, Population Estimates, American Community Survey, 2016-2020

⁵ LGBT Demographic Data Interactive. (January 2019). Los Angeles, CA: The Williams Institute, UCLA School of Law.

⁶ US Census Bureau

Native American tribes have reservations to the north, east, and west of the county. Although our service area does not overlap with these regions, urban tribal members who live in Spokane may benefit from this project.

3. Description of the Need: DV rates and prosecution of DV is a significant issue in the service area and in Washington State. Despite the local and statewide efforts to mitigate DV and family violence, and increased enforcement of Emergency Risk Protection Orders (ERPO), rates remain high and concerning. In 2020, 13,909 protection order violations in the state were related to DV (77.3% of the total.) This represents an increase of over 40% from 2015 for the same marker.⁷ While some of this difference may be accounted for by additional agencies reporting data, which is a positive indicator, the increase is still extremely concerning.

Protective order violations, an important DV indicator, are considered particularly dangerous because they are issued by a court to protect someone who is a victim of DV from being further harmed. When perpetrators violate these orders, their actions suggest they feel a sense of fearlessness towards legal sanctions and are emboldened by the belief that the judicial system has no capacity to hold them accountable. Washington State lawmakers recognize this as a longstanding issue and have recently amended state law related to this problem. Washington is one of only 19 states with ERPO laws, and the only state to include hate as a criteria for an ERPO.⁸ Additionally, new laws passed in 2021 required subjects of DV, sexual assault, stalking or anti-harassment protection orders to surrender weapons. Two other Family Justice Centers are located in the state, and Spokane County was chosen as one of the first 6 pilot sites for a Firearm Technical Assistance Project (FTAP) in the United States (extended into 2022). However, enforcement of

⁷ Crime in Washington, Annual Report, Washington Association of Sheriffs and Police Chiefs, 2015, 2020, 2021

⁸ John Hopkins Bloomberg School of Public Health, Extreme Risk Protection Orders, Washington State, April 16 2020

the firearm laws has proven problematic and uneven, and interpretation varies between courts, localities and even between law enforcement agencies in the same locality.

The project partners in this application have been working together since the 1990s and formally since 2011 on several initiatives to improve communication, identify problems in the response to DV and sexual assault (SA), and implement new best practices. Past (and current) efforts include beginning the Spokane County FJC, implementing the use of the Lethality Assessment Protocol (LAP) tool⁹ throughout area law enforcement (LE) units, starting a DV court, and becoming an FTAP Pilot Site. Our current efforts keep an escalating situation from becoming worse. The reality is that LE and social services departments are chronically understaffed, courts are extremely behind on hearings and the pandemic has strained all first responders' ability to address these issues at both an individual and system level, let alone across systems. Without steady funding of our current efforts and proposed expansion, Spokane County will not be able to sustain our response to DV and deploy a mixed law enforcement (LE)/advocate model proven to effectively help survivors and lower lethality.

4. Prevalence of DV, Dating Violence, Sexual Assault, and Stalking

In Spokane County, DV rates rose from 10.4/1,000 in 2016 to 14.7/1,000 in 2020—an increase of more than 40%.¹⁰ DV also makes up a significant proportion of local crime against persons. City and county law enforcement (LE) receive 6,000-7,000 DV-related calls for service every year. In 2020, Spokane County police reported that 14% of all crimes in the jurisdiction were due to DV, and DV perpetrators committed 87% of all no contact order violations, an even higher rate than the state on this same statistic.¹¹ Additionally, a high number of charges are dismissed: 43% of DV

⁹ Spokane County uses the Maryland Model.

¹⁰ Spokane Regional Health District, County Health Insights Dashboard, <https://countyhealthinsights.org/county/spokane/indicators/domestic-violence/>

¹¹ Washington Association of Sheriffs and Police Chiefs, Crime in Washington Report, 2020

related charges are dismissed and 1 in 3 DV perpetrators re-offends within 2 years of their prior offense¹² Our project primarily focuses on intimate partner DV but we also work with survivors who experience sexual assault or stalking as part of IPDV. The experiences are often intertwined. As detailed in question 3, protection order violations have consistently remained high in the service area, although our success at lowering the lethality of these situations has improved considerably since implementing tools such as the LAP, the FJC officer/advocate model, strangulation trainings, and Order to Surrender Weapons (OTSW) compliance efforts, as further detailed in this proposal.¹³ All these are spearheaded by FJC staff. Preventing lethality is a core focus on our project. There were 57 DV homicides reported in Washington State in 2020—22 which involved firearms.

5. How Community Needs Connect to Proposed Purpose Area

Our project responds to purpose areas 10 and 5. YWCA and partners propose a coordinated, interdisciplinary response to DV cases, prioritizing those with high lethality and embedding services in the FJC. Our project design also incorporates OVW priority 2 because our work is rooted in survivor-centered approaches, as further detailed in Table 2 in *What Will Be Done*.

6. Gaps in Services and How the Project will Complement, Not Duplicate

In 2019, the City of Spokane, YWCA, and other partners improved victim safety by increasing offender accountability and enforcing existing DV state laws around firearm surrender. We analyzed what happens when LE responded to a DV call, and then determined where high-risk offenders fall through cracks in the judicial system. We discovered that in both criminal and civil legal pathways of the judicial system, information about offender dangerousness or possession of

¹² Spokane Regional Health District. “Confronting Domestic Violence in Spokane County.”

¹³ Washington Association of Sheriffs and Police Chiefs, Crime in Washington Report, 2020

weapons is not consistently communicated or reviewed by prosecutors or judges prior to first appearances or hearings.

Incomplete communication means offenders who possess firearms and show increased probability of using weapons against victims experience limited accountability in court. In civil protection order (CPO) hearing and criminal no-contact order (NCO) First Appearances,¹⁴ offenders are ordered to surrender firearms as part of the judicial process but there is no mechanism to monitor their compliance and hold them accountable. Victim safety largely depends on offenders voluntarily surrendering weapons—, which almost never happens. Valuable court time is wasted when offenders continuously fail to appear for OTSW review hearings. Law enforcement resources are needlessly expended as they make repeated attempts to follow through on OTSW unsuccessfully. Ultimately this lack of coordination places victims in continued jeopardy and benefits DV offenders who maintain possession of their firearms despite state laws which bar them from possessing guns.¹⁵ In the most recent ICJR project, we transformed the OTSW process in Spokane County Superior Court, as detailed in the next section. We also sustained proven approaches that increase victim safety, such as LAP screenings, and coordination between advocates, LE, and other system-based partners. With continued funding, we will sustain our work in Superior Court and extend these tested approaches to District Court where overall OTSW compliance is low. We have partners in District Court willing to work on this project with us.

Our project will complement without duplicating existing efforts across our county. The City of Spokane has been awarded an OVW grant for FTAP, which will give the city more LE officers to

¹⁴ Civil protection orders are petitioned by a victim of DV in civil court and can be pursued without arrests or criminal charges. No contact orders are pursued by prosecutors in criminal court following a DV arrest.

¹⁵ ESHB 1840—Removes firearms for persons subject to no-contact orders (NCOs), civil protection orders (CPOs), and restraining orders; HB 1501—Protects LE and the public from persons illegally attempting to obtain firearms; and Initiative 1491—Extreme Risk Protection Orders (ERPOs).

pursue violations of OTSW non-compliance. This project complements our proposed scope of work by giving LE more workers to enforce OTSW. Another OVW grant in our jurisdiction was awarded to launch a DV Court in partnership with the Superior Court of Spokane County. The DV Court will complement our proposed project (*Enhancing Existing Partnerships to Implement Firearms Surrender*), because offenders will only be eligible to participate if they have complied with any OTSW.

7. Impact of Current or Prior Efforts to Supported by OVW

The most recent ICJR grant equipped our FJC to fund key positions to transform our system. We hired an LE officer who investigates offender's firearm possession—using computer aided dispatch (CAD), Department of Licensing (DOL) database, county pawn database and other systems to search for firearms—prior to first appearances and trials. These investigative pre-trial steps give the judge and prosecutor information about ownership, which helps to discourage offenders from declaring they do not own weapons when there is evidence to the contrary. If the officer determines an offender owns weapon(s), the officer also uses focused deterrence¹⁶ prior to the First Appearance to encourage peaceful surrender. OVW funds also helped our FJC to hire a Firearm Investigative Analyst. This position works in conjunction with the LE DV unit, but is hired by the YWCA, not the city police department. Our firsthand experience shows DV offenders and victims build trust more easily with the Analyst because she is not part of the police department, which makes these parties more likely to communicate openly about perceived dangers or facts of the case. Since the Analyst works in the FJC on site with LE, she can access police database information about the cases that would otherwise take days or weeks to acquire.

¹⁶ This is a process used to dissuade specific criminal behavior by using specific sanctions (levers) as well as potential benefits for not engaging in crime. See Rand Corporation, *Focused Deterrence in Depth*, 2021

To expedite OTSW compliance, the Analyst reviews all DV-related NCOs and CPOs to determine which respondents likely possess weapons based on victim and LE input, then triages those cases based on dangerousness to support weapon removal. The Analyst coordinates with LE and advocates, provides weekly status updates regarding offender compliance and status of outstanding orders to the court, and places weekly calls to offenders to schedule weapons collection. The Analyst will act as the project coordinator if funding is awarded for this round since they are already familiar with all the stakeholders in the project and with OVW requirements.

The Analyst and LE positions funded by ICJR have been transformative. Before now, our courts did not have the means to ascertain a respondent's access to firearms and, consequently, judges rarely had the information needed to issue pre-trial orders. Now, the judge orders the offender to surrender firearms during NCOs and CPOs, then our team uses review hearings to monitor compliance. Before OVW funding, nearly every order was met with noncompliance. Courtrooms for OTSW compliance review hearings were empty. Now, 8 out of 10 offenders comply with OTSW in Superior Court (where the project started), and District Court is ready to adopt the model. Alongside OTSW work, we have also sustained LAP processes that help victims in high lethality situations connect to resources even when their offenders are not arrested, or they chose not to pursue CPOs. We serve more than 1,200 victims each year with LAP and wrap around safety services.

What Will Be Done: Overall Strategy and Activities to Address the Needs: The goal of this project is to increase victim safety, improve offender accountability, and enforce existing DV-related laws. To advance this goal, YWCA and FJC partners will build on past ICJR funding to sustain existing work, which includes OTSW processes in Superior Court and countywide LAP protocols, and expand on this foundation to include launching OTSW processes in District Court.

We will implement the following key activities, which directly align with the project goal: 1) Retain staffing of the LE and Analyst positions to continue firearm surrender investigation and compliance. 2) Provide survivor-centered services such as legal advocacy, confidential consultations for victims with the Analyst to help victims navigate the court system, and 3) connect survivors with other safety services, to include confidential shelter, legal aid, free counseling, housing assistance, and more. We will measure success by tracking the total number of victims supported by FJC, the total number of LAPs screened by LE and processed by YWCA victim advocates, and the total number of OTSW processed, including rate of compliance.

2. How Project will Address OVW Purpose Area(s), Priority Area(s) and ICJR Statutes

Table 2. Project Alignment with Purpose Areas and Priorities	
Purpose & Priorities	Description of Alignment
OVW Purpose Area 5	Victims will be supported with legal advocacy, provided by YWCA’s leveraged FTEs plus the Legal Advocate and Firearms Investigative Analyst positions funded by this grant.
OVW Purpose Area 10	The FJC model will allow partners to use a variety of resources/approaches to crime mitigation (victim services, LE, court personnel). FJC staff will screen police reports of DV arrests for references to firearms and indicators of increased lethality. LE and Analyst positions funded by ICJR will use computer-aided dispatch (CAD), Department of Licensing (DOL) database, county pawn database and other systems to search for firearms. LE and the Analyst will present these data to prosecutors/judges before First Appearances and CPO hearings. LE will deploy focused deterrence to dissuade specific criminal behavior by using specific sanctions (levers) as well as potential benefits for not engaging in crime. ¹⁷ Local police will collaborate with DV service providers to offer survivor-centered services, and to increase the knowledge of first responders in dynamics and risks related to DV, strangulation and DV lethality.
OVW Priority Area: Survivor-centered justice	YWCA will center survivors’ priorities in the legal process (Analyst collecting information about firearms, legal advocate helping survivors achieve their goals in court). Survivors access FJC services in a single central and secure location, co-located with services such as legal aid, housing assistance, childcare, connections to safe shelter, and more.

¹⁷ Rand Corporation, Focused Deterrence in Depth, 2021

<p>ICJR Statutory Priority</p>	<p>Priority #1: Provide centralized handling of cases. The LE and Analyst work to accomplish centralization of OTSW by researching firearm ownership pre-trial, then supporting OTSW compliance through communication with offenders and victims, and court review hearings.</p> <p>Priority #2: Commitment to strong enforcement of laws. Before our project, only 1% of respondents complied with OTSW. In courts that have adopted our approach, 8 out of 10 respondents are compliant.</p> <p>Priority #3: Have established cooperative agreements and ongoing collaboration. Spokane’s FJC is one example of system-wide collaboration. FJC partners have worked together and co-located services for more than a decade. Other examples include LAP training to ensure all LE jurisdictions across the county use the same model and screening tool. Our work on OTSW also helps enforce Extreme Risk Protection Orders in the state and keeps survivors safer.</p> <p>Priority #4: Develop and install data collect and communication systems to link police, prosecutors, and courts. Our project does not include funds for data collection systems, but we do propose to use existing data systems to determine whether respondents possess weapons, then disseminate that information to prosecutors and judges to improve enforcement of existing laws.</p>
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3. How Activities Address Victimization Rates: Almost half of all women killed in the U.S. are murdered by a current or former intimate partner.¹⁸ The presence of a firearm in a DV situation increases the likelihood of homicide against women by 500%.¹⁹ In Washington State, DV homicide perpetrators use firearms more often than all other weapons combined.²⁰ Our project is intentionally focused on addressing victimization rates by enforcing existing gun laws and removing firearms from DV perpetrators. LAP screenings complement our firearm surrender efforts because they give LE another tool to center victim experience and help those at high risk of lethality to connect with safety services, even in situations where there is no probable cause to make an arrest, but the victim is worried about their safety.

4. Data on the Number of Non-intimate Partner Sexual Assault Victims to be Served

Historically 95% of ICJR cases have been related to DV in our project area.

¹⁸ The Education Fund to Stop Gun Violence <https://efsgv.org/learn/type-of-gun-violence/domestic-violence-and-firearms/>

¹⁹ Alliance for Gun Responsibility <https://gunresponsibility.org/solution/domestic-violence-prevention/>

²⁰ Washington State Coalition Against DV <https://wscadv.org/resources/issue-brief-firearms-prohibitions-domestic-violence-homicide/>

5. Describe why the applicant anticipates that the project will be successful: YWCA and FJC partners are confident the project will achieve success. We have already laid the necessary groundwork by building from past partnerships that have been in place in some form since the 1990s and formalized as the Spokane County FJC in 2015. Our proposed project coordinator has built many of these relationships over the past 3 years in concert with the SPD DV unit lead, Sergeant Ferguson. This project has gained supporters throughout the city courts and prosecutors’ offices, which has taken years to build. Changing culture takes time. Reforms in firearm laws and safety, police accountability, specialized courts, and the public’s perception of DV take years—

Table 3. Firearms Surrendered by Year	
Year	Firearms collected
2018	265
2019	403
2020	485
2021	531

even decades before the investment yields results. The same is true in our context. We have improved the collection rate of firearms over the past 3 years through a combination of ICJR and FTAP investments. Our partnership with the Superior Court is yielding compelling results, as shown in Table 3 below. Our work with the District Court is just taking root. We must continue these investments then share results so other communities can learn from our experiences.

We have included 2 letters of support from local judges who will attest to the differences this effort has made in their courtrooms. The Analyst and LE positions are a crucial bridge to help address DV in the service area, and they are uniquely positioned to do so. “It changes everything when survivors hear from someone who is not the police; who is paying attention to their needs.” Amie Simeral, Firearms Investigative Analyst, YWCA Spokane.

6. Tangible Products: not applicable to this project

7. Needs of Traditionally Underserved Populations: The presence of a firearm in a DV situation places all victims at increased risk of homicide, but Black and American Indian/Alaskan Native (AI/AN) women face the highest dangers. A study conducted by the Centers for Disease Control and Prevention (CDC) reveals that half of all DV homicides are committed with a firearm, and Black women are more likely to be killed by firearms than other racial/ethnic groups.²¹ While our project does not intentionally prioritize Black or AI/AN women, we acknowledge that systemic racism may prevent some victims from accessing LE or courts. YWCA Advocates are trained on hire (and annually) to understand these systemic barriers and how they lead to unique safety concerns. Through individual survivor-centered advocacy, we will explore alternatives to the legal system to increase victim safety in situations where victims prefer to not engage LE or courts.

8. Accessibility: Project partners will ensure victims with disabilities, victims who are deaf/hard of hearing, and victims with Limited English Proficiency (LEP) have meaningful access to services. YWCA Spokane's website is available in five languages aside from English, which correspond to the top five (written) languages in Spokane County: Spanish, Arabic, German, Korean and Russian. Our legal aid staff and other departments ensure accessibility by providing both interpretation and translation of services for victims throughout our service area. We provide interpretation through Language Line Services Inc., and agency-wide, spends 150-200 minutes per month on this service. Translation is provided through Spokane Translation Services when needed. The city of Spokane also provides free interpreter services through the court system to LEP speakers, as well as Deaf and hearing-impaired clients. Physically, our building and facilities are ADA-compliant regarding entrances, passenger drop-off areas, parking spaces and restrooms.

²¹ The Education Fund to Stop Gun Violence. <https://efsgv.org/learn/type-of-gun-violence/domestic-violence-and-firearms/>

Spokane Police also use Language Line Services as well as local translators. Interpretation and translation is always offered for vital documents and services such as interviews and bookings.

OVW Priority Area: Survivor Centered Approaches:

Our project is rooted in survivor-centered approaches because we center victim voices throughout all aspects of our work. When a victim calls 911 and law enforcement responds, officers administer the LAP using an evidence-based tool to determine risk for lethality, based on what a victim has directly experienced or believes will happen. LE do not always find probable cause to make an arrest, but the LAP gives them a tool to center how a victim feels about their situation and take action to connect them to safety (via confidential shelter or other needed resources.)

In our FJC, when a victim screens into services based on LAP results, the officer contacts YWCA's safe shelter to connect the victim to safety immediately. The LE then submits all DV reports from the prior evening to YWCA Advocates based at the FJC who contact victims again the following day to offer services. Another example of our survivor-centered approach is the work of the Analyst. This position intentionally seeks input from victims in the pretrial and compliance process. Victims are contacted to share information, express concerns, and offer insights that may help with OTSW compliance. In a recent example, a victim shared with the Analyst that her abuser kept his guns under a table in his kitchen apartment. LE used that information to connect with the property manager who allowed LE access to the apartment and collect the weapons.

YWCA always provides victims with safety planning at every step of engagement, making victim safety the cornerstone of our advocacy work.

Current CCR Efforts & Areas for Improvement Our current CCR team includes representatives from ICJR-funded project staff and meets monthly to further local and state-level efforts to reduce DV, dating violence, SA and stalking.

Participating partners include LE, government officials, victim advocates, treatment providers, school representatives, and family and child-serving organizations. A multi-disciplinary board including representatives from the above groups leads the CCR team. Recently our team has successfully applied for and been awarded the FTAP project for Spokane. Members have been part of a state-level work group with Gov. Jay Inslee on best practices for responding to DV. We coordinate efforts on other local grants such as STOP funding and a youth violence prevention grant from the CDC. Improvement: Our team could benefit from an increase in focus – we have a good amount of buy in and participation, but many activities we want to accomplish in limited time. The proposed ICJR project will use two mechanisms to ensure progress of CCR activities related to the courts and gun surrender. At the judicial level, FJC partners, which include LE, victim advocates, judges, and prosecutors will conduct weekly OTSW review hearings and track compliance. Using the Superior Court as a model, we expect compliance rates will improve from 1% to up to 60-80% in District Court, and we will sustain that compliance rate in Superior Court. The second mechanism to track progress of the CCR is quarterly FJC meetings. We use these meetings to identify opportunities for system reform.

New Applicant: Detailed Timeline: Our project timeline is outlined in Table 4.

Table 4. Detailed Timeline	
Timeframe	Activity
Start-up Phase: Oct. – Dec. 2022	YWCA signs an OVW contract and notifies all FJC partners.
	YWCA communicates status of ICJR request. FJC partners create workflows for OTSWs based on funding awards and added positions.
	Attend OVW TTA sessions and training as needed, revise strategic plan/goals in concert with TTA providers prior to start of implementation phase.
	Project coordinator works with LE liaison to implement LAP training for newly hired officers or refresher training for seasoned officers.
Implementation Phase: Jan. 2023 –December 2023 – then quarterly	Analyst orients District Court partners about processes used in Superior Court to increase OTSW compliance and determine next steps for implementation.
	LAP-trained LE officers screen victims and connect them with

	confidential resources (1200/year or 300/quarter)
	LAP-trained crisis line advocates provide safety planning and referral to services for victims who screen in based on LAP or self-refer (4500/year or 1125/quarter)
	Meet with Superior and District Court judges and prosecutors to share reporting templates for evidence of firearm possession (using data feeds from National Law Enforcement Telecommunication System (NLETS), pawnshop database, and LAP (question 4: presence of a weapon). Modify template based on feedback.
	Victims requesting in-depth services (e.g., crisis intervention, safe shelter, medical advocacy, legal assistance, counseling, etc.) receive follow-up services from LAP-trained advocates.
	YWCA Legal Advocates support victims in criminal and civil court by explaining their options and helping them prepare (900-1200 per year)
	ICJR-funded LE officers use database research to determine firearm possession of offenders arrested due to DV. Officers carry out focused deterrence with offenders prior to First Appearances to encourage surrender (1200-1500 per year, 300/quarter)
	SPD and SCSO detectives (including ICJR-funded positions) investigate cases, follow-up with offenders (varies, but DV calls for service average 6,000/year)
	Analyst collects firearm data from databases, police reports, and victim interviews. Submits reports to prosecutors and judges to make informed recommendations about weapons during First Appearances, CPO hearings, and compliance review hearings. (400-500 per year)
	City and county criminal prosecutors debrief FJC on weapon possession report, application in First Appearances and CPOs, and areas for improvement.
	Analyst prepares for weekly OTSW review hearings, makes follow-up calls to respondents to encourage compliance, prioritizing high-risk offenders.
	YWCA Project Coordinator, staff and Legal Advocates collect feedback from victims who use the FJC to continuously improve existing services to respond to needs and expand services to address new gaps.
	FJC partner leaders convene quarterly FJC Policy Committee meetings to monitor project's progress, identify other system improvements.
Milestone: January 2024	District Court fully included in OTSW/compliance hearings process by January 2024.
January 2024 then quarterly	Data collection/compilation and program reporting (by all partners) in collaboration with the YWCA (quarterly and semi-annual).
April 2024 then semi-annually	Conduct annual/periodic training for all FJC partners (intake process, safety planning, etc.).
Milestone: January	Increase OTSW/guns collected in evidence by 10% each year –

2025	may be limited if we cannot increase staff capacity
Milestone: January 2026	Serve 9,000 people or more through FJC services (750/quarter) via LAP screening, legal aid, investigating and resolving DV cases etc.

Who Will Implement the Proposal

1. Collaborative Partners, Impact of Current/Prior Efforts to Prevent and Reduce DV

YWCA Spokane (YWCA) is the lead applicant on this proposal, joined by the City of Spokane Police Department, Spokane County Sheriff’s Office, and the City of Spokane. We have collaborated in the Spokane County CCR, known as the Spokane Regional Domestic Violence Team (SRDVT), since 1997. In the early 1990s, Spokane experienced a 350% increase in homicides directly related to DV; SPD and Spokane County Sheriff’s Office responded to, on average, more than 900 domestic violence calls for service per month.²² The size and scope of the issue relative to the population size overwhelmed LE, as well as the local prosecuting authorities and court systems, and no current resources or partnerships existed to deal with the problem. These circumstances increased the probability of re-offense and the danger of escalating violence. In 1997, the Spokane City and County LE and criminal justice agencies and Spokane’s nonprofit victim services providers applied for and received a grant from the U.S. Department of Justice (DOJ). The partners created the region’s first coordinated response to violence against women, the objectives of which included arrest, successful prosecution, and strict offender accountability, as well as victim safety and advocacy. Since then, the partners on this project have worked together to create the county’s FJC, successfully applied for and received a grant for a DV court, implemented the LAP tool throughout the county, and received a designation as an FTAP pilot site. While they are not signing project partners on this application, the city Prosecutor's office, as

²² Lincoln, Robert. Multi-agency Collaboration Against Domestic Violence: Learning from a 10-year Project.” December 2008.

well as the city’s Superior and District Courts, have also been key in implementing both the Family Justice Center project and in improving the OTSW compliance rates of the county.

2. Applicant’s Experience with DV and Key Personnel: YWCA Spokane is the lead applicant, and is a victim services nonprofit with demonstrated expertise in intimate partner domestic violence and dating violence mitigation, intervention, crisis response and prevention. We will provide grant management and the project coordinator position, and will attend TTA presentations as required for new applicants. We have more than 119 years of experience serving Spokane County and opened our confidential safe shelter 43 years ago in 1979. We began offering legal advocacy services in 1985 and civil legal assistance in 2002. Today we serve more than 16,000 people per year in our legal aid, shelter and housing assistance programs, in addition to people reached through our partnership with the FJC. We have led system-wide reforms to improve victim safety in collaboration with FJC partners for decades. Examples include our partnership with law enforcement to adopt evidence-based LAP protocols countywide and implement them in partnership with confidential advocates. We played an instrumental role in the launch of FTAP, which facilitated much of the work described in this application. We are the lead in the OVW-Justice for Families project implemented in partnerships with Spokane County Superior Court to launch Spokane’s first felony-level DV Court.

Table 5. Directly Involved Key Personnel—Applicant		
Name/Title	Roles/Responsibilities	Education/Experience/Prerequisites
Jeanette Hauck, CEO, YWCA Spokane	Fiscal, administrative, and programmatic oversight of YWCA Spokane. Reporting to OVW. Lead contact for OVW.	<ul style="list-style-type: none"> ● BA in Accounting, 20+ years accounting experience ● YWCA CFO, (9 years) ● YWCA CEO (1.5 years)
Morgan Colburn, Program Director	Supervise legal advocate. Participate in FJC meetings. Monitor progress towards targets. Report to OVW, work with project coordinator to ensure TTA directives are carried out.	<ul style="list-style-type: none"> ● 12 years’ experience in DV/SA advocacy, including 6 years management experience ● Chair of the Spokane Regional Domestic Violence Coalition ● MSW, BS in sociology

Amie Simeral, Project Coordinator, Firearms Investigative Analyst	Provide information regarding victim lethality to LE and prosecutors. Monitor OTSW (non) compliance Will act as project coordinator for 3-12 months as needed, liaise with various project partners and grant lead.	<ul style="list-style-type: none"> ● BS in social science. ● Investigative Analyst (3 yrs)
Tiffany Yamase, Legal Advocate Manager	Legal advocacy for victims and resource navigation	<ul style="list-style-type: none"> ● BS in criminal justice ● Provision of DV services (3 yrs)

3. Project Partners’ Expertise and Key Personnel: Through the FJC project partners provide comprehensive services to DV victims, including crisis intervention, safety planning, community-based advocacy, shelter, legal advocacy, court assistance, and ongoing participation in regional and statewide task forces, trainings, partners’ meetings, and collaborations to address intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking.

Our work has primarily focused on IPDV, but as a larger team, the FJC also addresses dating violence, sexual assault and stalking. The FJC is extremely small for such a large service area. Staff (16 total) include 7 LE officers (5 from the City of Spokane Police Department’s DV Unit, 2 from the Spokane County Sheriff’s Office), 3 City of Spokane prosecutors, one assistant to the prosecutors, the Firearms Investigative Analyst, and 4 YWCA legal advocates. Compared to the service area population, this is one FJC staff for 34,127 people, and 16 FTE for 7,444 DV related offenses in Spokane County (in 2020). Project partners and expertise are detailed below:

The Spokane Police Department (SPD) DV Unit takes a proactive, offender-based approach to reducing and preventing DV by holding offenders accountable. SPD investigates all cases of DV—the vast majority of which result from IPV. Officers are trained to use LAP when responding to DV calls. With requested staffing, the DV Unit will have the capacity to contact perpetrators in jail and provide focused deterrence, reach out to victims, and offer additional resources, and

conduct routine victim home checks. Officers work with prosecutors, probation, corrections, and victim advocates to protect victims, prosecute abusers, and reduce recidivism.

Spokane County Sheriff’s Office (SCSO), the statutory LE agency for Spokane County, is responsible for proactive and reactive investigation of DV cases, arresting offenders, and referring cases to the prosecutor’s office for charging. SCSO personnel train in the dynamics of violent relationships, victim safety, and the role of advocacy. FJC-assigned detectives are qualified LAP trainers. Key partner personnel involved in this project are outlined in Table 6.

Table 6. Directly Involved Key Personnel—Partners		
Name/Title	Roles/Responsibilities	Education/Experience
Craig Meidl, SPD Chief	Oversee, direct, and evaluate all PD operations. Accountable for guidance/direction of all SPD employees/volunteers.	<ul style="list-style-type: none"> ● MA in Organizational Leadership ● BA in law and justice ● SPD Chief (6 yrs) ● SPD officer (28 yrs)
Lt. Dan Ervin, SPD Civil Enforcement Unit/DV Unit	Supervise police work in command of 2 units and schedule shift responsibilities. Assist in ongoing investigations.	<ul style="list-style-type: none"> ● BA in Social and Criminal Justice ● LE leadership (35 yrs) ● DV policy development and training ● Federal Gang Task Force Supervisor
Sgt. Jordan Ferguson, M.A.,SPD DV Unit	Supervises/evaluates performance of subordinates and monitors scheduling. Provides training on DV, ERPO and Trauma Informed Response	<ul style="list-style-type: none"> ● LE officer (37 yrs) ● Criminal/civil investigation, technical instructor training, and managing and coordinating officer/detective teams
SPD DV Unit Officer	Primarily responsible for DV crime prevention, as well as apprehension of chronic offenders. SPD has additional funding for the DV unit not tied to this grant.	<ul style="list-style-type: none"> ● Strong understanding of DV laws ● Desire to work with LE and civilian groups to affect positive change in Spokane’s DV crime rate
John Nowels Undersheriff, Spokane County Sheriff’s Office	Oversee, and evaluate SCSO operations. Accountable for guidance/direction of all SCSO employees/volunteers.	<ul style="list-style-type: none"> ● Masters in organizational leadership, BA in criminal justice ● 24 years with Sheriff’s Office

4. Describe the roles and responsibilities of the applicant, each partner, and key personnel

Partner roles and responsibilities are outlined in Table 7 below. Key personnel within partner organizations and their roles and qualifications are outlined in Table 6, question 3.

Table 7. Roles & Responsibilities of Implementing Agencies/Offices/Organizations	
Partners	Responsibilities²³
YWCA Spokane	In grants management: general administration of grant activities and overall subrecipient monitoring to ensure compliance with DOJ/OVW guidelines. Responsibility for grant-related financial and semi-annual reports. Coordinate project in concert with OVW TTA providers. Send representatives to CCR team meetings. In project implementation: Crisis intervention advocacy and referral; assist victims in obtaining CPOs/NCOs; educate victims about criminal justice system and legal advocate’s role; review DV police reports and contact victims to assess status/safety and liaise between victims and prosecutors/courts; attend court hearings; provide trauma-informed support services; maintain collaborative SFJC relationships; hire/train/supervise FJC Firearm Investigative Analyst.
City of Spokane Police Department	Patrol/regulatory activities; investigation of cases involving intimate partner DV and related crimes of sexual assault, dating violence, and stalking; work with LE, victim advocates, and prosecuting attorneys to see that DV incidents are properly followed up on and investigated; actively partner with the YWCA FJC Analyst position; maintain strong working relationships with FJC partners; ongoing implementation of LAP
Spokane County Sheriff’s Office	Administer SCSO Investigative Division to include Sex and Major Crimes and Forensic Unit; proactive and reactive LE; investigation of cases involving intimate partner DV and related crimes of sexual assault, dating violence, stalking, order violations, and witness tampering; work with LE, victim advocates, and prosecuting attorneys to see that DV incidents are properly followed up on and investigated; actively partner with the FJC Analyst position; maintain strong working relationships with FJC partners; ongoing implementation of LAP
City of Spokane	The City will provide staff to assist with general administration of grant activities, reporting and monitoring to ensure compliance with guidelines.

5. Key Individuals and Organizations: Please see responses 3 and 4.

6. Demonstrate Capacity to Address Stated Need: All job descriptions of key personnel described in the questions above are attached, demonstrating that the individuals and organizations identified have the capacity to address the stated need and can carry out the proposed project.

²³ Please see Letter of Agreement for a detailed description of each partner’s responsibilities.

September 23, 2022

Dear Elizabeth Backstrom,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by YOUNG WOMENS CHRISTIAN ASSOCIATION for an award under the funding opportunity entitled 2022 OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation. The approved award amount is \$747,736.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

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

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant

Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you have not already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ALLISON RANDALL
Acting Director

Office for Civil Rights Notice for All Recipients

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

<https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

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

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

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

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. **The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.**

The grantee, in collaboration with its project partners, will use this ICJR award to improve their jurisdiction's criminal justice system response to domestic violence, dating violence, sexual assault, and stalking by implementing activities that focus on victim safety and offender accountability and create sustainable project activities. The project will: 1) identify a project coordinator to lead the project and any additional members of the coordinated community response team; 2) complete community assessments to inform the development of a strategic plan; 3) identify evidence-informed practices or tools that may be implemented at the agency and community level; 4) participate in mandated OVW training and technical assistance, including utilizing OVW culturally specific and underserved TTA providers; 5) create and submit, to OVW, a strategic plan outlining its community goals; and 6) implement the strategic plan.

Award Conditions

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

1

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

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

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

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

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

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

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

3

Requirement to report potentially duplicative funding

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

4

Requirements related to System for Award Management and unique entity identifiers

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

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

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

5

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6

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

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

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

7

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any sub award at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be

carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

8

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

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

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

9

OVW Training Guiding Principles

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

10

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other

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

11

Potential imposition of additional requirements

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

12

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

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

13

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

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

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

14

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

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

15

Restrictions on "lobbying" and policy development

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

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

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

16

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

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

17

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

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

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

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

to receive such information.

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

19

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

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

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

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

20

Encouragement of policies to ban text messaging while driving

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

21

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

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

the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

22

Availability of general terms and conditions on OVW website

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

23

Compliance with statutory and regulatory requirements

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

24

Compliance with solicitation requirements

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

25

VAWA 2013 nondiscrimination condition

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

26

Misuse of award funds

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

27

Limitation on use of funds to approved activities

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

28

Non-supplantation

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

29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

Activities that compromise victim safety and recovery or undermine offender accountability

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

31

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

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

32

Termination or suspension

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

33

Semiannual and final performance progress report submission

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

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

34

Quarterly financial status reports

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

35

Program income

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

36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of

recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37

Changes to MOU and/or IMOA

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

38

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

39

Publication disclaimer

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

40

Copyrighted works

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

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

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

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

41

Grantee orientation - mandatory attendance

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

42

Prior approval for non-OVW sponsored technical assistance

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

43

Participation in OVW-sponsored technical assistance

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

44

Consultant compensation rates

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

45

Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIS within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

46

Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

47

Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect the victim's ability to maintain safety (such as U visas).

48

Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community

education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

49

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

50

Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, the recipient may not obligate, expend, or draw down any funds, except those that OVW allows for participation in or travel-related expenses to attend OVW-sponsored technical assistance events. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved.

51

Required planning phase activities

The recipient agrees to engage in a planning phase prior to implementing project activities. During the planning phase, the recipient agrees to identify a project coordinator to coordinate activities among project partners under this award. The project coordinator and project partners will work with OVW and its technical assistance providers to complete required trainings to ensure they have the necessary competencies to develop, revitalize, or enhance their coordinated community response to domestic violence, dating violence, sexual assault, and/or stalking. At the

conclusion of the planning phase, the recipient agrees to submit a strategic plan, outlining community goals for the implementation phase, which must include culturally specific organizations and/or population specific organizations. The strategic plan will be submitted via a programmatic scope Grant Award Modification for OVW review and approval.

Solicitation Information**Solicitation Title**

2022 OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation

Project Title

Enhancing Existing DV Response Partnerships to Improve Firearm Surrender

Project Description

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

The grantee, in collaboration with its project partners, will use this ICJR award to improve their jurisdiction's criminal justice system response to domestic violence, dating violence, sexual assault, and stalking by implementing activities that focus on victim safety and offender accountability and create sustainable project activities. The project will: 1) identify a project coordinator to lead the project and any additional members of the coordinated community response team; 2) complete community assessments to inform the development of a strategic plan; 3) identify evidence-informed practices or tools that may be implemented at the agency and community level; 4) participate in mandated OVW training and technical assistance, including utilizing OVW culturally specific and underserved TTA providers; 5) create and submit, to OVW, a strategic plan outlining its community goals; and 6) implement the strategic plan.

Project Budget Summary

Final Budget Clearance

Budget Category	Total
Personnel	\$276,236.00
Fringe Benefits	\$75,754.50
Travel	\$20,000.00
Equipment	\$0.00
Supplies	\$3,625.22
Construction	\$0.00
SubAwards	\$293,058.00
Procurement Contracts	\$0.00
Other Costs	\$5,376.00
Total Direct Costs	\$674,049.72

Indirect Costs	\$73,686.28	
Total Project Costs	\$747,736.00	
Federal Funds:	\$747,736.00	100.00%
Match Amount:	\$0.00	0.00%
Program Income:		0.00%

Sub-awards (Sub-grants)

Item	Description	Total Cost
1	Spokane County Sheriff's Office DV Unit- Indirect rate	Subtotal other costs (22,051 x 12.55%) \$2,767.00
2	Spokane County Sheriff's Office DV Unit- Overtime	65/hr (1.5 hourly rate) x 100 hours/year x 4 years \$19,500.00
3	Spokane County Sheriff's Office- FICA	19500 x 7.65 \$1,492.00
4	Spokane County Sheriff's Office- Retirement	19500 x 5.43 \$1,059.00

5	City of Spokane Police Officer - DV Unit	0.48 FTE - Benefits (4 years)	\$66,661.00
6	City of Spokane Police Officer - DV Unit	0.48 FTE - Salary (4 years)	\$201,579.00

Sub-awards Total Cost
\$293,058.00

Additional Narrative

Commissioned Spokane County Sheriff's Office staff: YWCA requests ICJR funds to cover overtime hours for SCSO commissioned staff (e.g., patrol and civil deputies, domestic violence team investigators and detectives, and major crimes supervisors) who support the FJC and LAP beyond their regularly assigned and locally funded work hours.

Overtime hours are anticipated to include work relating to LAP-identified cases, responding to and assisting YWCA advocates with victims in domestic violence situations, and providing LAP training to first responders and criminal justice professionals. The overtime computation is an approximate figure based on an average overtime rate among the various rates of commissioned staff anticipated to work the overtime. However, any overtime hours charged to this grant will be tracked to the individual who works the overtime at that individual's overtime rate and for the actual time worked. Benefits and taxes are allocated in accordance with the current policies, procedures, and practices of Spokane County.

Spokane Police Department: Benefits and taxes will be allocated in accordance with SPD policies and procedures.

The SPD DV Unit Officer will investigate OTSW and DV cases, prepare research about firearm ownership for First Appearances, and coordinate cases leveraging relationship with all FJC partners. Benefits and taxes will be allocated in accordance with the current policies, procedures, and practices of the City of Spokane. SPD officer time represents 0.48 FTE over the 4-year grant period. Benefits include FICA (7.65%) retirement at 5.43%, health insurance at \$15951/year, life insurance at 30/year, unemployment insurance at 117/year, dental at 1500/year.

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jennifer Hammond
Contact Email & Phone	jhammond@spokanepolice.org 625-4056
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY22 OVW ICJR Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant acceptance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department (SPD), in collaboration with the YWCA Spokane, Spokane Family Justice Center and Spokane County, applied for and subsequently were awarded grant funds from the Dept. of Justice Office of Violence Against Women(OVW) for the “Improve Criminal Justice Responses (ICJR) to Domestic Violence, Dating Violence, Sexual Assault, and Stalking” program. This program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, tribal governments, and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes.</p> <p>The YWCA was chosen to be the primary recipient and the City will be a sub-awardee. Total grant award of \$674,049.72 with the City being awarded \$268,240 to be used to fund 0.48 FTE of an SPD Officer assigned to the grant. The grant period is 10/01/2022 to 09/30/2026.</p> <p>Special budget ordinance is also needed to appropriately adjust the budget to reflect this newly awarded grant.</p>
Proposed Council Action	Approval of FY22 OVW ICJR grant sub-award and SBO – Feb. 27th
Fiscal Impact Total Cost: <u>\$268,240</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: Dept. of Justice Office of Violence Against Women through the YWCA Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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?	
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?	

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

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?

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

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0251
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 625-4056
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620-FTAP GRANT SUBAWARD TO SRDVC

Agenda Wording

Sub-award to the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms.

Summary (Background)

The Spokane Police Department was awarded grant funds from the Dept. of Justice OVW Firearms Technical Assistance Project(FTAP) initiative and funds were accepted under OPR 2022-0591. SPD is sub-awarding with the SRDVC to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. Grant period 07/01/2022 to 06/30/2025 under CFDA#16.590

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 223,208

Select \$

Select \$

Select \$

Budget Account

1620-91802-21250-54201-99999

#

#

#

Approvals

Dept Head	MEIDL, CRAIG
Division Director	LUNDGREN, JUSTIN
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 02/06/2023
Council Sponsor	Councilmember Cathcart

Distribution List

jhammond
SPDFINANCE

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE

AGREEMENT BETWEEN CITY OF SPOKANE AND SRDVC IN CONJUNCTION WITH OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE

1. Grantee Spokane Regional Domestic Violence Coalition 2202 E Sprague Ave, Ste 7 Spokane, WA 99202		2. Contract Amount \$442,960	3. Tax ID# 84-4167529
			4. DUNS# 118020964
5. Grantee Representative Annie Murphey, Executive Director Spokane Regional Domestic Violence Coalition 2202 E Sprague Ave, Ste 7 Spokane, WA 99202 Phone: (509) 481-3522 amurphey@srdvc.org		6. City's Representative Jennifer Hammond City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org	
7. Original Grant ID# 15JOVW-21-GK-04705-HOMI	8. Start Date 7/01/2022	9. End Date 6/30/2025	
10. Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/>			
11. Federal Funds (as applicable) \$442,960	CFDA # 16.590	Federal Agency: U.S. Department of Justice	
12. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		13. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
14. Grant Purpose: Reducing domestic violence homicides and injuries committed with firearms by establishing a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases.			
15. CITY and the SRDVC, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Attachment "A" 15JOVW-21-GK-04705-HOMI, (2) Attachment "B"-Program Narrative, (3) Attachment "C" Budget, (4) Attachment "D" Statement of Assurances, (5) Attachment "E" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "F" FFATA, (7) Attachment "G" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "H" National Environmental Policy Act, (9) Attachment "I" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "J" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "K" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE GRANTEE :		FOR SRDVC	
Signature _____ Date _____		Signature _____ Date _____	
NADINE WOODWARD Name _____		Name _____	
MAYOR _____		Title _____	

(FACE SHEET)

AGREEMENT

This AGREEMENT is between the City of Spokane, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and SPOKANE REGIONAL DOMESTICE VIOLENCE COALITION, having offices at 2202 E Sprague Ave, Ste 7 Spokane WA 99202 hereinafter referred to as the "SRDVC," and jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the CITY made an application for a Improving Criminal Justice Responses Grant, hereinafter referred to as the "Grant;" and 15JOVW-21-GK-04705-HOMI was awarded subject to CFDA 16.590; and

WHEREAS, the SRDVC was designated to receive funds from the Grant; and

WHEREAS, the CITY has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will disburse grant funds to the SRDVC.

SECTION NO. 2: SERVICES

SRDVC shall provide those services set forth in the Program Narrative attached hereto as Attachment "B" and incorporated herein into this AGREEMENT.

SECTION NO. 3: TERM

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

SECTION NO. 4: GRANT PASS-THROUGH TERMS & CONDITIONS

The terms and conditions to the OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE 15JOVW-21-GK-04705-HOMI are attached to this AGREEMENT (Attachment "A") and are incorporated into this AGREEMENT. The PARTIES agree to comply with the Grant terms and conditions. The SRDVC (Sub-recipient) will be subject to the same special conditions as the fiscal agent as specified in Appendix "A".

SECTION NO. 5: COMPENSATION

CITY shall reimburse SRDVC an amount not to exceed the amount set forth in Attachment "C", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "B" Program Narrative. SRDVC's reimbursement for services set forth in Attachment "B" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "C" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work performed and progress achieved and how any items purchased are being used to further the work, as directed by the CITY's representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by SRDVC shall be made on or before the 5th of each month for the previous month's expenditures. In conjunction with each reimbursement

request, SRDVC shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. Reimbursement voucher is provided and required for requests for payment.

Requests for reimbursement shall be submitted to:

**Spokane Police Department
Attn: Kevin Schmitt
1100 W. Mallon Ave
Spokane, WA 99260**

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

SECTION NO. 6: RELATIONSHIP OF THE PARTIES

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

SECTION NO. 7: VENUE STIPULATION

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

SECTION NO. 8: COMPLIANCE WITH LAWS

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

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e,

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

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

Washington State Laws and Regulations

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

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

SECTION NO. 10: NON-DISCRIMINATION

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

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the SRDVC shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the SRDVC’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The SRDVC shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the even a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the SRDVC, the SRDVC will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY

The SRDVC shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The SRDVC is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

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

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

SRDVC must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The SRDVC will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the SRDVC is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the SRDVC is required to develop an EEOP but not required to submit the EEOP to the OCR, the SRDVC will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the SRDVC is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 18: TERMINATION FOR CAUSE

In the event the CITY determines that the SRDVC failed to comply with any term or condition of this AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the SRDVC in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

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

The rights and remedies of the CITY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

SECTION NO. 20: TERMINATION PROCEDURES

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the CITY, the SRDVC shall:

1. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
3. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the SRDVC under the orders and subgrants/subcontracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY.
6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the SRDVC and in which the

CITY has or may acquire an interest.

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

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

SECTION NO. 21: TREATMENT OF ASSETS

Title to all property furnished by the CITY shall remain in the CITY. Title to all property furnished by the SRDVC, for the cost of which the SRDVC is entitled to be reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest in the CITY upon delivery of such property by the SRDVC. Title to other property, the cost of which is reimbursable to the SRDVC under this AGREEMENT, shall pass to and vest in the CITY 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 CITY in whole or in part, whichever first occurs.

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

All reference to the SRDVC under this clause shall also include SRDVC employees, agents, or Subgrantees/Subcontractors.

SECTION NO. 22: CITY REPRESENTATIVE

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

SECTION NO. 23: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally, by certified mail return receipt requested or by electronic notification at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 24: HEADINGS

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

SECTION NO. 25: MODIFICATION

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

SECTION NO. 26: WAIVER

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

SECTION NO. 27: INDEMNIFICATION

Each PARTY to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each PARTY agrees to defend, indemnify, and hold the other PARTY harmless from and against any claim, demand, suit, or cause of action, (hereafter “claim”), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the PARTIES based on actual or alleged concurrent or shared fault of the PARTIES, a PARTY shall not be required to indemnify the other PARTY for that PARTY’S own proportionate share of fault. Attorney fees and litigation expenses incurred by a PARTY in successfully enforcing the indemnification provisions of this paragraph shall be paid by the PARTY against whom the provision was enforced.

The PARTIES agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the PARTIES each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

SECTION NO. 28: 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. SRDVC has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce SRDVC to execute the same.

SECTION NO. 29: SEVERABILITY

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

SECTION NO. 30: EXECUTION AND APPROVAL

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

SECTION NO. 31: COUNTERPARTS

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

SECTION NO. 32: DISPUTE RESOLUTION

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

The CITY and the SRDVC shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

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

SECTION NO. 33: NO THIRD PARTY BENEFICIARIES

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

SECTION NO. 34: SURVIVAL

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

SECTION NO. 35: POLITICAL ACTIVITIES

Political activity of SRDVC employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 36: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 37: PUBLICITY

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

SECTION NO. 38: TAXES

If this AGREEMENT applies to SRDVC staff, all payments accrued on account of payroll taxes, unemployment contributions, the SRDVC income or gross receipts, any other taxes, insurance or expenses for the SRDVC or its staff shall be the sole responsibility of the SRDVC.

SECTION NO. 39: INSURANCE

The SRDVC shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the CITY should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the SRDVC or Subgrantees, or agents of either, while performing under the terms of this AGREEMENT.

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

The SRDVC shall submit to CITY within fifteen (15) calendar days of the AGREEMENT start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, the SRDVC shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

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

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

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from CITY, the SRDVC may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CITY, the SRDVC shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION NO. 40: SUBCONTRACTORS

The SRDVC may only subcontract work contemplated under this AGREEMENT if it obtains the prior written approval of the CITY.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The SRDVC is responsible to the CITY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The SRDVC shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the SRDVC to the CITY for any breach in the performance of the SRDVC's duties.

Every subcontract shall include a term that the CITY is not liable for claims or damages arising from a

Subcontractor's performance of the subcontract.

SECTION NO. 41: ANTI-KICKBACK

No officer or employee of the SRDVC, 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 the AGREEMENT.

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the SRDVC terminate this AGREEMENT if it is found after due notice and examination by the CITY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the SRDVC in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The SRDVC and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the SRDVC may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the SRDVC as it could pursue in the event of a breach of the AGREEMENT by the SRDVC. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 43: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 44: SITE SECURITY

While on CITY premises, the SRDVC, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 45: RIGHT OF INSPECTION

The SRDVC shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 46: ACCESS TO DATA

In compliance with RCW 39.26.180, the SRDVC shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to only aggregate information that supports the findings, conclusions, and recommendations of the SRDVC's reports, including computer models and the methodology for those models. No personally identifiable data will be disclosed or used in any findings, conclusions, or recommendations of the SRDVC'S reports.

SECTION NO. 47: INDUSTRIAL INSURANCE

The SRDVC shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the SRDVC fails

to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the SRDVC the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the SRDVC to the accident fund from the amount payable to the SRDVC by the CITY under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the SRDVC.

SECTION NO. 48: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 49: REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the SRDVC shall complete registration with the Washington State Department of Revenue.

SECTION 50: ASSIGNMENT

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

SECTION 51: ATTORNEYS' FEES

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

SECTION NO. 52: MAINTENANCE OF RECORDS

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

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

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

SECTION NO. 53: LOSS OF FUNDING

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

SECTION NO. 54: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A SRDVC which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The SRDVC's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the SRDVC, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) SRDVC's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure SRDVC conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases
4. SRDVC and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 55: AUDIT REQUIREMENTS

A. General Requirements

SRDVC shall procure audit services based on the following guidelines.

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

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

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

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

B. Federal Funds Requirement – 2 CFR Part 200

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

of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

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

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

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

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

In any case, the SRDVC's financial records must be available for review by the CITY and the Department of Justice

C. Documentation Requirements

SRDVC must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 PAYMENT.

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

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

SECTION NO. 56: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

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

B. The SRDVC shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of CITY'S Confidential Information. The SRDVC shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the CITY or as may be required by law. The SRDVC shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the SRDVC shall provide the CITY with its policies and procedures on confidentiality. The CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The SRDVC shall make the changes within the time period specified by the CITY. Upon request, the SRDVC shall immediately return to the CITY any Confidential Information

that the CITY reasonably determines has not been adequately protected by the SRDVC against unauthorized disclosure.

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

SECTION NO. 57: COPYRIGHT PROVISIONS

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

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

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

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

SECTION NO. 58: REPORTING REQUIREMENTS

- A. The SRDVC must collect and maintain data that measure the performance and effectiveness of activities under this award. The information that must be collected and reported on can be found in the reporting form associated with the grant program or initiative under which this award was made (Attachment – Progress Report Form). The data must be provided to the CITY so that performance progress reports can be submitted within 30 days after the end of the reporting periods which are January 1 – June 30 and July 1 – December 31. This data should be provided semiannually to the City no later than the 15th of July, and the 15th of January.
- B. The SRDVC shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 59: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The SRDVC, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency.

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

- B. Where the SRDVC is unable to certify to any of the statements in this AGREEMENT, the SRDVC shall attach an explanation to this AGREEMENT.
- C. The SRDVC agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY.
- D. The SRDVC further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

SECTION NO. 60: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The SRDVC shall submit to the CITY, for re-submission to the Office on Violence Against Women (OVW), one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the SRDVC's or government's expense, shall contain the following statements:

"This project was supported by Grant No. 15JOVW-21-GK-04705-HOMI awarded by the Office of Violence Against Women. The Office of Violence Against Women is a component of the United States Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

SECTION NO. 61: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment "D" Statement of Assurances; Attachment "E" Certification Regarding Debarment, Suspension, Ineligibility; Attachment "F" FFATA; Attachment "G" Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment "H" National Environmental Policy Act; Attachment "I" Acknowledgement of Allowable and Unallowable Cost; Attachment "J" Equal Employment Opportunity Plan Certification Form, and Attachment "K" CCR Registration of Sub-Recipient DUNS Numbers.

SECTION NO. 62: ORDER OF PRECEDENCE

In the event on an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A"- OVW Grant 15JOVW-21-GK-04705-HOMI
- 4) Attachment "B"- Program Narrative
- 5) Attachment "C"-Budget

ATTACH OVW GRANT AGREEMENT PAGES 1 - 22

ATTACHMENT “B”
Program Narrative

In 2017, there were 54,294 domestic violence (DV) incidents reported in WA, which make up 50% of all Crimes Against Persons. Of these, more than two-thirds were violations of protection or no contact orders. Research demonstrates that protection and no contact order violations are linked to an increased risk of violence. More than a third of aggravated assaults and nearly a quarter of murders in the state are related to DV.

In Washington state, firearms must be seized any time a victim, or protected person, has identified a threat related to firearm violence. As of July 27, 2021, HB 1320, law enforcement is required to serve the perpetrator the protection order after the Court has approved and ordered seizure of the firearms. Due to staffing shortages, however, protection orders often take secondary priority to responding to in-progress incidents, and courts have limited options to enforce seizures.

DV-related firearm compliance is a serious public safety issue in Spokane. Last year, only 1% of orders to surrender issued through DV protection order proceedings were collected. In the current system, victim safety depends on perpetrators voluntarily surrendering weapons; but orders to surrender firearms fall through cracks when there is no centralized process for coordinating and monitoring compliance. With support from the Improving Criminal Justice Response grant, the Spokane Family Justice Center Communications Coordinator provides weekly status updates regarding offender compliance and status of outstanding orders to the court, and even places weekly calls to offenders to schedule weapons collection. However, enforcement is difficult without sufficient awareness among law enforcement of how, when and why to serve protection orders and seize firearms to protect victims.

Additionally, the current process does not provide means for investigating respondents' claims that they do not have weapons, even when victims assert that they do. The court does not currently have the means to ascertain an respondent's access to firearms and, therefore, judges rarely have the information needed to issue pre-trial orders. Orders to surrender are explained when perpetrators are being released from jail or at the end of a protection order case—when emotions are amplified—when individuals might be less able to remember and understand the judge's orders.

Court members do not actively seek out (or receive) information regarding the issuance or enforcement of firearm surrender orders. Methods for conveying gun surrender status to victims are lacking—even though this information is vitally important to safety planning for victims. Prosecutors can request that respondents surrender weapons and would likely seek consequences for non-compliance if they knew about prior gun transactions or noncompliance, suggesting a need for advocates, law enforcement, and prosecutors to work more closely with victims to assess their knowledge of the defendant's weapon possession and understand the effectiveness of orders.

Another barrier in the current system is the lack of consistent, cohesive collaboration with tribal counterparts. The Spokane and Kalispel Tribes are adjacent to Spokane County, but cooperation regarding DV and firearm seizure has historically been minimal and inconsistent. Training and assistance is needed to bolster cohesive/joint response among advocates and law enforcement, to include collaborative efforts between tribal DV advocates and law enforcement. Efforts to engage tribes and other racially and ethnically diverse populations (Hispanic/Latino and Russian) have also been sporadic and disjointed.

Community to be served and victimization rates: Spokane County, the fourth largest county in Washington State, has a population of over half a million residents. The county is a complex mixture of urban, suburban, and rural landscapes with seven Native American tribes, smaller towns and cities, and a rapidly growing population of racial and ethnic diversity. Our DV rate is significantly higher than the Washington State average, at 10.4 incidents per 100,000 compared to 6.7 for the state average. Local law enforcement receive 14,500 DV-related calls every year and DV accounts for 25% of all criminal cases in the county. Reducing the impact of family trauma and violence was the top ranked priority of an in-depth 2017 Community Needs Assessment for Spokane County.

Community resources: As continuing participants of the DV Homicide Prevention Firearms Technical Assistance Project, and recent recipients of a Justice For Families Grant, our work is supported by existing resources as well as the OVW's Improving Criminal Justice Response (ICJR) grant.

The Spokane Regional Domestic Violence Coalition (SRDVC) is a longstanding, multisector coalition with general

membership of approximately 50 different agencies in the region with representatives from health care, local public health, service providers, community-based organizations, criminal justice, and education. In response to startling DV data, SRDVC launched the End the Violence campaign to raise awareness and encourage action to prevent and address DV. SRDVC's recent strategic plan outlines the need for increased community involvement, including through a novel Court Watch program.

The YWCA is the only Spokane County organization that meets the standards for definition of and requirements for a domestic violence agency, as codified in the Washington Administrative Code (WAC). In 2015, the YWCA served 12,250 survivors and their 1,493 accompanying children. The YWCA has created and hired the Domestic Violence Firearms Analyst position and is committed to this work.

The SPD Domestic Violence Unit takes a proactive, offender-based approach to reducing and preventing DV, while also holding offenders accountable. SPD investigates all cases of DV, the vast majority of which result from intimate partner violence. With the support requested herein, the DV Unit will have a specialized team of officers who serve protection orders and can help enforce the DV Court's orders to surrender to protect victims.

Spokane already uses the evidence-based, Maryland Model Lethality Assessment Project (LAP), which is a county-wide law enforcement initiative for assessing DV risk. The LAP creates the foundation for our court system to use existing data about DV lethality probability when determining which offenders should be eligible for the DV Court, which will specialize in a small number of repeat felony DV offenders.

Interest in the project and desired outcomes: With the 2017 Community Needs Assessment and the launch of the End the Violence campaign, our community has built momentum around DV prevention and response in recent years. But despite these steps in the right direction, gaps remain in service. Community partners have long suggested a Court Watch program as a means to support consistency in the process across multiple dockets. By partnering specialized law enforcement protection order service and firearm seizure with our existing firearms coordinator and proposed Court Watch program, we anticipate creating a truly holistic and innovative approach to addressing domestic violence, serving as a model for other jurisdictions across the

country who are facing such significant DV issues.

Specifically, we anticipate increasing victim safety by supporting gun surrender in gun positive cases; increasing offender accountability and monitoring, and supporting SPD to increase service delivery; expanding coordination of services to reduce recidivism while developing and implementing a Court Watch program to increase equitable and consistent treatment of all victims and perpetrators; and improving case information flow among partner agencies, expediting order service process and enhance informed decision-making by officers trained in all nuances of DV.

2. What Will Be Done (40 points)

Addressing the challenge: We propose building upon current partnerships and processes to create a more holistic, effective, and consistent system of firearms surrender in DV cases. The FTAP initiative will provide the newly forming DV court with an additional resource to support improving collection rates and timely, effective service of protection orders.

Specifically, SPD will coordinate and deliver training to a specialized team of officers who will serve protection orders to perpetrators where there is a high likelihood of firearm possession and seize firearms upon service. This team of officers will work with the existing Domestic Violence Firearms Analyst to identify potential firearms violators and serve as an additional resource for Spokane County's Domestic Violence Court. Officers will be eligible to sign up, on an overtime basis, for two open shifts a week to work in the DV Order Service and Firearms Recovery Unit. It is expected that these officers will share this level of expertise with other officers, improving SPD's response to DV victims.

SRDVC will hire an FTAP Site Coordinator. As the project develops, the Coordinator will also oversee a Court Watch program and potentially develop an on-call advocacy system, similar to the DVERT program in Cincinnati, OH, which sends advocates to incidents to assist victims with safety planning, protection orders, and other social needs. The development of a Court Watch program, which has long been a request of multiple partners in the community for both the civil and criminal side, will help support consistency in the processes and across multiple dockets.

Measurement of progress: The City will measure progress in completing project goals and objectives by looking at the number of firearms surrendered, number of partners engaged in the multi-disciplinary team, number of officers trained, changes in time of service of surrender orders, consistency in order surrender processes from the bench, and ultimately, hopefully, a reduction in domestic violence firearm related homicides. As continuing FTAP participants, we have an established logic model we will continue to use and revise. Additionally, we will add each of our goals, activities, and outcomes to the logic model to ensure our plan is documented, evidence-based, and connected to measurable outcomes.

Sustainability: Current laws direct officers to take firearms for safekeeping if probable cause is developed at the scene of an intimate partner DV incident. Washington State also allows for Orders to Surrender Firearms when No Contact and Protection orders are issued. Our current ICJR grant funds a Domestic Violence Firearms Analyst, who liaises between victims, the court and law enforcement. More firearms are being turned in for safekeeping and victims are more aware of the court processes. This project will create a cadre of highly trained officers for order service and investigating the court's concerns from compliance hearings. The increased service of orders by the Domestic Violence Order Service and Firearms Recovery Unit will bring attention to other agencies in the Spokane area.

Safety needs of victims: All FTAP partners have policies that prohibit limiting victims' access to services on the basis of protected class. Project partners avoid practices that are proven to compromise victim safety, including requiring victims to file protection orders or pursue criminal charges as a condition of receiving services, penalizing victims for refusing to testify, and other similar activities.

Goals, objectives, and activities over 36 months:

Year 1: SRDVC will prioritize hiring an FTAP Site Coordinator who will be responsible for overall project coordination. Within three months, select SPD officers will complete their specialized training in DV order service and firearms recovery and begin taking shifts in the Unit. SRDVC and partners will research current Court Watch programs across the country to identify best practices, identify indicators to track programs, create messaging materials to recruit volunteers, and identify a training curriculum for Court Watch volunteers.

Partners will continue to attend approved training, develop the multi-disciplinary project team, grow community connections, and identify evaluation metrics.

Year 2: Implementation of the DV Order Service and Firearms Recovery Unit, engagement in training and technical assistance, continuous quality improvement, and evaluation will continue into the second year of the project. By this time, we anticipate recruiting and training volunteers to participate in the Court Watch program and beginning to implement and evaluate. Depending on available time and resources, the FTAP Site Coordinator will investigate the feasibility of an on-call advocacy program and begin implementation if possible.

Year 3: In the final 24-36 months, partners will focus on quality improvement, sustainability planning, evaluation, and monitoring of community-level DV outcomes. SPD will consider opportunities to provide training to other law enforcement agencies in the area of effective order service and firearms recovery.

Involvement of the United States Attorney's Office: Recently the US Attorney committed staff to become a member of our FTAP MDT management team, to attend monthly meetings and participate in projects as necessary. They have agreed to review firearm positive cases, work to promote partnerships in other jurisdictions such as Yakima, WA, which also has high gun violence and domestic violence concerns. They have also agreed to explore ideas such as presentations to soon to be released federal inmates about the serious nature and criminal consequences of gun possession.

Documentation of challenges and successes: The Site Coordinator will prepare and disseminate status updates regarding project challenges and successes for each goal, objective, and activity on a monthly basis in conjunction with the Court Coordinator for the DV Court and the Firearms Coordinator. A written report will be compiled upon project completion for dissemination to other jurisdictions.

Tangible products to assist other jurisdictions: We will prepare marketing documents to be disseminated among DV Court participants, explaining the process of protection order seizure, relevant laws, and consequences for failure to comply. Other jurisdictions will be able to modify the marketing documents for their own specialized protection order teams, which will enable faster implementation of similar teams

elsewhere, and provide a model for national use.

Further, a brief video will be prepared by the SFJC which recaps the written report. The project team will discuss successes, failures, and tips for implementation in other jurisdictions. The Coordinator and MDT team will use branding from SRDVC's End the Violence campaign, which has strong regional recognition.

Addressing victimization rates: By creating a specialized DV Order Service and Firearms Recovery Unit, the DV Court will have an enforcement option. As more firearms are seized for safekeeping to prevent additional lethality during the perpetrators participation in DV Court, victimization will be reduced. Using the Court Watch program we will add another layer of accountability to the court process. Later, on-call advocacy will help connect survivors with resources, to also increase their protective factors.

Reaching proposed population: While the team of specialized officers will only serve protection orders to constituents in the City of Spokane , more than half of all County residents reside within 5 miles of the downtown center. Additionally, using the SRDVC's Strategic plan, along with the FTAP community assessment, we hope to have the coordinator and management team reach out to survivors and other disproportionately impacted groups in the community. We have recently started an informal TA partnership with the Homicide coordinator from the API-GBV to help outreach to the Hawaiian and Pacific Islander, specifically Marshallese, community in Spokane. We will also use tools like the survivor survey, collected by SRDVC in their strategic planning process to help inform our work.

3. Who Will Implement the Proposal (15 points)

Key individuals and organizations:

Key personnel: Sergeant Ferguson, MA, and SRDVC Executive Director Annie Murphey, LICSWA, SUD, CPP have led the management team up until now and will continue to guide and support, even once an FTAP Coordinator is hired. Ferguson's strengths are his ability to communicate with his unit and his "hands off" approach. He believes in collaboration and liaises with all stakeholders. Murphey's strengths are her strong relationships to the community, the large (25 agencies) board she leads, understanding, approachability, compassion, supportiveness, and understanding of system change work.

Site Coordinator: The SRDVC will hire a coordinator who will be responsible for overall project coordination and will report to the SRDVC ED, who will work collaboratively with the SPD DV Unit Supervisor. The will be responsible for scheduling and conducting MDT meetings and advancing the group. The Coordinator will help lead agencies in short and long-term planning to assure the continuing development and sustainability of the FTAP project, which has been established to 1) increase victim safety by supporting gun surrender in gun positive cases and in phase 2, provide on-call advocacy services to survivors in the community; 2) increase offender accountability and monitoring and support SPD to increase service delivery; 3) expand coordination of services to reduce recidivism while developing and implementing a court watch program; and 4) improve case information flow among partner agencies, expedite order service process and enhance informed decision-making by officers trained in all nuances of DV. The Coordinator will help partners work towards the safety of domestic violence victims while working to hold the offenders accountable.

Title	Name	Organization
Supervisor	Kailei Aiumu	Spokane Police Department
Program Manager	Kathy Armstrong	Spokane Police Department
Public Defender	Stephanie Cady	Counsel for Defense
Court Administrator	Ashley Callan	Spokane County Superior Court
Director	Morgan Colburn	YWCA
Advocate	Pam DePriest	Kalispel Tribe
Prosecutor	Andi Duggan	Spokane County Prosecutor
Advocate	Millini Goodman	Lutheran Community Services Northwest
Sergeant	Jordan Ferguson	Spokane Police Department
Detective	Erin Johnson	Airway Heights Police Department
Judge	Patrick Johnson	Spokane County District Court
Chair	Annie Murphey	Domestic Violence Coalition
Judge	Annette Plese	Spokane County Superior Court

Advocate	Amy Porter	YWCA
Chief	Brad Richmond	Airway Heights Police Department
Office Manager	Glenda Vogt	Spokane County Clerk's Office
Court Coordinator	Amie Simeral	YWCA and Spokane Police Department
Sergeant	Andy Stockman	Spokane County Sheriff's Office
Sergeant	Khris Thompson	Spokane County Sheriff's Office
Advocate	Roshelle Cleland	Lutheran Community Services Northwest
Advocate	Kristina Hammond	Lutheran Community Services Northwest

The organizations listed in the answer to 3.b. will be recruited as partners so FTAP can incorporate the history of their communities and their experiences accessing services (e.g., level of trust, degree of marginalization). These partners also will assist with community outreach and engagement efforts and review of project design for appropriateness (e.g., documents to be disseminated).

FTAP efforts documentation: The Site Coordinator will document our FTAP efforts. Outside of the management team, the DV Court Coordinator and Firearms Coordinator will work closely with the Site Coordinator to ensure all three initiatives are working holistically within the SFJC to reduce victimization.

Relationships with existing projects in the community: Community resources include the organizations and agencies that submitted letters of intent to collaborate in the first solicitation and continue to be valued partners. These partners represent a broad range of advocacy, technical assistance, law enforcement, judiciary, and prosecutorial expertise. Ongoing relationships with Spokane City and County councilmembers, commissioners, and other local government officials, as well as local philanthropic partners, such as Innovia Foundation, Providence Health Care, and MultiCare, will also be invaluable to this endeavor. Spokane has a history of collaborative efforts to address DV, which include, but are not limited to:

The Spokane Regional Domestic Violence Coalition is a partnership among multiple organizations and with involvement from victim advocacy, law enforcement, government officials, nonprofits, and community

members. This multidisciplinary team meets monthly to address DV issues in Spokane.

The Eastern WA Lethality Assessment Program (EWLAP) is composed of interdisciplinary high-risk assessment teams that focus on reducing DV. Evidence-based indicators (i.e., Maryland Model LAP) are used to assess the risk of homicide and link high-risk victims to immediate crisis intervention services (i.e., YWCA 24-hour Helpline).

The Spokane Regional Domestic Violence Team (SRDVT) is a multi-agency partnership working together under one roof to provide coordinated DV services. Key partners include: SPD, SCSO, CSAO, SCPA, and YWCA Legal Advocacy program. In February 2015, SRDVT partners co-located in the new Spokane Family Justice Center (SFJC) located at the YWCA.

ATTACHMENT "C"
Budget

Funding Category

SRDVC Of Spokane

A. Salaries & Benefits	\$206,032.50
B. Travel & Training	\$6,787.50
C. Office Supplies	\$1,728.00
D. Procurement (Computer Tech Support)	\$600.00
E. Other Costs (Marketing Materials/Language Line)	\$8,060.00

Total Budget **\$442,960.00**

Approved expenditures for the program as set forth in ATTACHMENT "B" (Program Narrative) must be itemized. Transfer of funds between Project categories that exceed 10% of the budgeted amount must be approved by the CITY's representative listed on the face sheet to this agreement. Any amendments to the budget must be made in writing and approved by the CITY's representative listed on the face sheet to this agreement.

The SRDVC shall obligate all grant funds prior to June 30, 2025. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY

Payment will be on a cost reimbursement basis only.

STATEMENT OF ASSURANCES

The GRANTEE:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.
4. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
5. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
6. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
7. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
8. Agrees to comply with OVW grant monitoring guidelines, protocols, procedures and to cooperate with OVW on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to OVW all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE's subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by OVW for providing the requested documents. Failure to cooperate with OVW's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
9. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
10. Will comply with Title II of the Americans with Disabilities Act of 1990.
11. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
12. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
13. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall

implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

14. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment for Faith Based Organizations” (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Authorized Signature for the Applicant:

VALID THROUGH June 30, 2025

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT “E”

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

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

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

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

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

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 1254, 9 The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

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

ATTACHMENT "F"

FFATA FORM

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by:				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT “G”

Restrictions and Certifications Regarding Non-Disclosure Agreements

July 1, 2022 through June 30, 2025

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

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

1. In accepting this grant, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient’s application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or

contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT "H"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The SRDVC agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the SRDVC agrees to contact the CITY's representative who will contact the OVW.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

- | Yes | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Renovation, lease or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. significantly changes its size (total structure, not program's portion thereof) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following OVW funded program/project:

Project: OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE 15JOVW-21-GK-04705-HOMI

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

ATTACHMENT "I"

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments "A", "B", and "C" of the Grant, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day or \$81.25 per hour—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE _____

PRINTED NAME _____

NAME OF GRANTEE ORGANIZATION

ATTACHMENT "J"

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title *Signature* *Date*

ATTACHMENT “K”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

The SRDVC agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and DOJ). The SRDVC also agrees to comply with applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number.

The SRDVC must report and provide validity to the CITY of their DUNS Number registration. Should the DUNS Number registration expire before the end of the award period, the validity of the SRDVC’s DUNS Number registry in the CCR system must be re-verified.

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Police
Contact Name & Phone	Jennifer Hammond, 625-4056
Contact Email	jhammond@spokanepolice.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FTAP Grant Subgrantee Award Agreement
Summary (Background)	<p>SPD received a grant award from the Department of Justice-Firearms Technical Assistance Program. The City is sub-contracting with the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. The remainder of the funding will be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection, and a community assessment.</p> <p>This subgrantee award is for a total of \$223,208 for the period of July1, 2022 to June 30, 2025.</p>
Proposed Council Action & Date:	Approval February 27th
<p>Fiscal Impact: Total Cost: <u>\$223,208</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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring (July 1, 2022 – June 30, 2023) Specify funding source: Department of Justice Grant 15JOVW-21-GK-04705-HOMI</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring (July 1, 2022 – June 30, 2023)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No match requirement</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This program is designed to reduce domestic violence homicides by removing firearms from domestic violence perpetrators. Historically black and indigenous women have a homicide rate double that have of white women.</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?

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:
02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0252
Renews #	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	ERIC OLSEN 835-4505	Project #	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1620- FY22-23 BHU GRANT AGREEMENT		

Agenda Wording

Agreement between Spokane Police and Spokane County Sheriffs Office relating to the FY22-23 BHU grant from the Washington Association of Sheriffs and Police Chiefs.

Summary (Background)

SPD and SCSO jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the regions mental health field response team. SCSO is the designated lead agency on the grant and the City will receive funding for 6 SPD employees. Grant period 07/01/2022 through 06/30/2023

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ 879,780
Expense	\$ 879,780
Select	\$
Select	\$

Budget Account

1620-91804-99999-33469-99999
1620-917804-21250-VARIOUS
#
#

Approvals

Dept Head	MEIDL, CRAIG
Division Director	MEIDL, CRAIG
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 02/06/2023
Council Sponsor	Councilmember Cathcart
Distribution List	EOLSEN
	SPDFINANCE

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE

AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY22 GRANT PROGRAM

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$879,780</p>	3. Tax ID# 91-6001280
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		4. DUNS# UEI 115528189 / PDHCLY8MYJN3	
6. County's Representative Heather Arnold, Grants Administrator Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org			
7. Grantor ID#	8. Original Grant ID# MHFR-22-008	9. Start Date 07/01/22	10. End Date 06/30/23
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs			
12. Federal Funds (as applicable) N/A	13. CFDA # N/A	14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
17. Grant Purpose: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.			
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.			
FOR THE GRANTEE:		FOR COUNTY:	
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Name	_____ Name	_____ Title	_____ Title

(FACE SHEET)

SECTION NO. 1: SERVICES

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

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment “B” Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. The CITY’s reimbursement for services set forth in Attachment “A” shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by the CITY shall be made monthly and are due on or before the 5th day of the month following the period which services were provided. **Failure to do so, may result in the County’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

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

Requests for reimbursement shall be submitted to:

**Contessa Tucker, Accounting Tech IV
Spokane County Sheriff’s Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
Ctucker@spokanesherriff.org**

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

SECTION NO. 3: TERM

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

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

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

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

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

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

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

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

Washington State Laws and Regulations:

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

SECTION NO. 7: NON-DISCRIMINATION

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

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

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

SECTION NO. 9: NEW CIVIL RIGHTS PROVISION

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

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

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

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

SECTION NO. 12: PAY EQUITY

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

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

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

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

SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION

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

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

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

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

SECTION NO. 14: TERMINATION FOR CONVENIENCE

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

SECTION NO. 15: TERMINATION PROCEDURES

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

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

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

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

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

SECTION NO. 16: COUNTY REPRESENTATIVE

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

SECTION NO. 17: NOTICES

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

SECTION NO. 18: HEADINGS

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

SECTION NO. 19: MODIFICATION

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

SECTION NO. 20: WAIVER

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

SECTION NO. 21: INDEMNIFICATION

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

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

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

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

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

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

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

SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

SECTION NO. 23: SEVERABILITY

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

SECTION NO. 24: EXECUTION AND APPROVAL

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

SECTION NO. 25: COUNTERPARTS

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

SECTION NO. 26: DISPUTE RESOLUTION

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

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

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

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

SECTION NO. 27: NO THIRD-PARTY BENEFICIARIES

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

SECTION NO. 28: SURVIVAL

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

SECTION NO. 29: INSURANCE

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

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

SECTION NO. 30: SINGLE AUDIT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If the CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant

performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- C. The CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of the CITY's fiscal year(s):

**Heather Arnold, Grants Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260**

- F. If the CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the CITY must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY's fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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

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

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

SECTION NO. 32: SUBCONTRACTORS

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

subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 33: ASSIGNMENT

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

SECTION NO. 34: ATTORNEYS' FEES

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

SECTION NO. 35: RECORDS MAINTENANCE

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

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

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

SECTION NO. 36: LOSS OF FUNDING

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

SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

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

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

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

SECTION NO. 38: COPYRIGHT PROVISIONS

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

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

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce,

distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

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

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

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

SECTION NO. 40: REPORTING

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Mental Health Field Response Team Program on the work performed. These reports should be submitted to:

**Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
Ctucker@spokanesherriff.org**

SECTION NO. 41: POLITICAL ACTIVITIES

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

SECTION NO. 42: PUBLICITY

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

SECTION NO. 43: TAXES

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

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

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

**ATTACHMENT “A”
SCOPE OF WORK**

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County MHFRT Program, the CITY agrees to the following:

1. The CITY will provide a Sergeant who will be assigned to supervise the four (4) co-deployed Mental Health Field Response Teams from all three (3) jurisdictions: City of Spokane; City of Spokane Valley; and the unincorporated and incorporated communities in Spokane County to which the Spokane County Sheriffs Office (SCSO) provides law enforcement services;
2. The CITY will provide one (1) Mental Health Coordinator who will coordinate daily operations; and
3. The CITY will provide four (4) officers.

**ATTACHMENT “B”
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$772,525.00
Overtime	\$97,255.00
Supplies	\$0.00
Travel/Training	\$10,000.00
Total Program	\$879,780.00

Salary is authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC. Payment will be on a reimbursement basis only.



**Spokane County
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name
		Spokane County MHFRT Program FY22

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

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

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

BY _____
(SIGN IN INK)

_____ (TITLE) _____ (DATE)



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

DATE	DESCRIPTION	AMOUNT BILLED

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	FY22-23 BHU grant award agreement
Summary (Background)	<p>The City of Spokane Police Department entered in an MOU with the Spokane County Sheriffs Office regarding the FY22023 Regional Mental Health Field Response Team program under OPR 2022-0639. SPD is now seeking approval of grant award from the Washington Association of Sheriffs and Police Chiefs (WASPC), through Spokane County Sheriffs Office, that will be used to operate the collaborative Mental Health Field Response Teams Program.</p> <p>Total funding awarded to the City is \$879,780 and will be used:</p> <ul style="list-style-type: none"> • Salary/Benefits - \$772,525 <ul style="list-style-type: none"> ○ Used to fund 6 FTE's • Overtime - \$97,255 • Travel/Training - \$10,000 <p>Assigned under the grant will be one SPD Sergeant, one Mental Health Coordinator, and four Senior Police Officers. These will be new, grant-funded positions created in the Police Grants Fund.</p> <p>Grant period July 1, 2022 through June 30, 2023</p>
Proposed Council Action & Date:	Acceptance of grant agreement – February 20 th , 2023
Fiscal Impact:	<p>Total Cost: <u>\$879,780</u></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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: WASPC grant funds through SCSSO</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?
	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?

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

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?



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0253
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 INTERLOCAL WITH SPOKANE COUNTY FOR JURY MANAGEMENT SERVICES

Agenda Wording

Municipal Court's execution of an Interlocal Agreement with Spokane County and the Spokane County Superior Court for Regional Jury Management Services under the provisions of chapter 39.34 of the Revised Code of Washington.

Summary (Background)

The Spokane Municipal Court is required by the provisions of chapter 35.20 of the Revised Code of Washington to provide a trial by jury to individuals charged with a criminal offense. Since its inception, the Spokane Municipal Court has contracted with Spokane County and the Spokane County Superior Court to provide its jury management services.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$10,000 2023 preliminary estimate
Select	\$
Select	\$
Select	\$

Budget Account

#	0560-13100-12500-54261-99999
#	
#	
#	

Approvals

Dept Head	DELANEY, HOWARD
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	1/23/2023 Finance
Council Sponsor	Lori Kinnear
Distribution List	
	hdelaney@spokanecity.org
	aharte@spokanecity.org
	jlargent@spokanecity.org
	acallan@spokanecounty.org

Additional Approvals

Purchasing	

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE
(January 1, 2023-December 31, 2025)**

THIS AGREEMENT, made and entered into by and among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as “**CITY**” and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “**COURT**,” jointly hereinafter referred to as the “**PARTIES**.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the COURT maintains a Jury Management System (“System”); and

WHEREAS, the CITY is desirous of using the COURT’S System for its Municipal Court; and

WHEREAS, in conjunction with the CITY’S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY’S Municipal Court. The terminology CITY’S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2023, and run through 11:59 P.M. December 31, 2025, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY the actual costs for its use of the System as outlined below.

A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

(1) Costs for each jury panel requested.

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empaneled.

(2) Administrative costs for management of the System.

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Technology Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of giving (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases,

Item (b): Printing and postage costs,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item 2 (a) above will be calculated by taking the total costs for Item 2 (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item 2 (a). The CITY will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item 2 (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2023 and successive years for the use of the System in the preceding year. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY'S invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

SECTION NO. 4: SERVICES PROVIDED

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

SECTION NO. 5: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue

Spokane, Washington 99260

COURT: Spokane Superior Court Presiding Judge
Spokane County Superior Court
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Spokane Municipal Court Presiding Judge
Spokane Municipal Court
1110 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 6: COUNTERPARTS

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

SECTION NO. 7: ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S/COURT'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY/COURT, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY/COURT, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may withdraw from this Agreement upon a minimum of ninety (90) days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: SEVERABILITY

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

SECTION NO. 14: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: AUDIT/RECORDS

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT 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 Agreement, the federal law shall prevail.

SECTION NO. 17: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 18: EXECUTION AND APPROVAL

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

SECTION NO. 19: COUNTERPARTS

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

SECTION NO. 20: THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 10 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE COUNTY SUPERIOR COURT:

By: _____

Title: Presiding Judge _____

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

MARY KUNEY, CHAIR

ATTEST:

AL FRENCH, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

JOSH KERNS, COMMISSIONER

DATED: _____

CITY OF SPOKANE MUNICIPAL COURT:

By: _____

Title: Presiding Judge _____

DATED: _____

CITY OF SPOKANE

Attest:

By: _____

Title: _____

City Clerk

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy Civil Prosecutor

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Municipal Court
Contact Name	Howard Delaney
Contact Email & Phone	hdelaney@spokanecity.org 509-625-4450
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal with Spokane County for Jury Management Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Municipal Court's execution of an Interlocal Agreement with Spokane County and the Spokane County Superior Court for Regional Jury Management Services under the provisions of chapter 39.34 of the Revised Code of Washington, commonly known as the Interlocal Cooperation Act.
Proposed Council Action	Approve interlocal through 2025
Fiscal Impact Total Cost: <u>Annual costs vary and include the cost for each jury panel requested as well as a percentage of administrative costs which are shared with Spokane County District and Superior Courts. Actual costs paid in 2022 were \$22,003.</u> 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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why) N/A The Spokane Municipal Court is required by the provisions of chapter 35.20 of the Revised Code of Washington to provide a trial by jury to individuals charged with a criminal offense. Since its inception, the Spokane Municipal Court has contracted with Spokane County and the Spokane County Superior Court to provide its jury management services.	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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?

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

02/27/2023

Date Rec'd

2/15/2023

Clerk's File #

OPR 2022-0481

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

LYNDEN SMITHSON 6283

Project #**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR24484

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.

Summary (Background)

Amending to add \$75,000 for a contract total of \$125,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 75,000

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

2/6/23 Public Safety & Community Health Committee

Division Director**Council Sponsor**

Council Member Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

bethk@summitlaw.com

For the Mayor

ORMSBY, MICHAEL

mpiccolo@spokanecity.org

Additional Approvals

sdhansen@spokanecity.org

Purchasing

johnh@summitlaw.com

ywang@spokanecity.org

hhaws@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

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

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing 2022 Labor Negotiation Services and Advice to the City, and

WHEREAS, the original scope of has changed and additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

WHEREAS, additional language to clarify the role of City Council has been added to the General Terms and Conditions of the original Contract; and

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

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 1, 2022.

3. AMENDMENT.

A. The original Contract is hereby amended as Labor Negotiations and Human Resource Advise work for the City continues; and

B. The General Terms and Conditions of the original Contract are amended as follows:

D. Bargaining Unit Negotiations.
The Firm and City Attorney will consult with City Council prior to engaging any bargaining unit in negotiations and will consider any requests from City Council during the pendency of the negotiations. Further, the Firm recognizes that City Council ultimately ratifies agreements with bargaining

units and that tentative agreements must be with proper authority. City Attorney will provide City Council with periodic updates relating to negotiations, the Firm may be invited to present at any meetings with Council. The firm will not take sides in disputes between the Administration and the City Council over labor and collective bargaining issues and will let the parties resolve their own disputes under the terms of the Spokane City Charter and Municipal Code. The Firm may provide legal advice and guidance as to the advisability, feasibility, or legality of labor collective bargaining issues and process to both the Administration and City Council.

4. COMPENSATION.

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

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

SUMMIT LAW GROUP

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

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

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2022-0297
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID BY CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for Pacifica Law Group as outside legal counsel in the matter of Lonnie Tofsrud v. City of Spokane.

Summary (Background)

This litigation arises from a Complaint for wrongful termination, discrimination on basis of disability and retaliation for civil litigation. Requesting \$100,000 for a contract total of \$200,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000

Select \$

Select \$

Select \$

Budget Account

From Claims

#

#

#

Approvals**Dept Head** PICCOLO, MIKE**Division Director****Finance** BUSTOS, KIM**Legal** HARRINGTON, MARGARET**For the Mayor** PERKINS, JOHNNIE**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** 2/6/23 Public Safety Committee**Council Sponsor** Council Member Michael Cathcart**Distribution List**

taki.flevaris@pacificallawgroup.com

Thien.Tran@pacificallawgroup.com

sfaggiano@spokanecity.org

James.Scott@davies-group.com

sdhansen@spokanecity.org

ahaile@spokanecity.org

		jlargent@spokanecity.org
--	--	--



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as **OUTSIDE COUNSEL** providing legal services and advice to the City regarding the matter of lawsuit of Lonnie Tofsrud v. City of Spokane, Spokane County Superior Court Cause No. 22-2-000714-32; and

WHEREAS, additional funds are necessary to defend this case, 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 April 20, 2022 and April 21, 2022, 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.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**. 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.

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

M23-027



Agenda Sheet for City Council Meeting of:
02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2022-0098
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 OUTSIDE COUNSEL AMENDMENT

Agenda Wording
Contract Amendment with K & L Gates and Ankur K. Tohan to assist the City with the Climate Commitment Act rules and regulations.

Summary (Background)
Amendment of \$42,000 for a contract total of \$92,000.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 42,000	# 4490-30210-37141-54101
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	1/30/23 PIES
Division Director	FEIST, MARLENE	Council Sponsor	Council Member Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	ankur.tohan@klgates.com	
For the Mayor	ORMSBY, MICHAEL	caveryt@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		rhulvey@spokanecity.org	



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #1

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Ankur K. Tohan and K & L Gates, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide Special Counsel on Behalf of the City Regarding Strategic Support and Advice on the Climate Commitment Act (CCA), consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary and firm rates need adjustment as they are subject to change on an annual basis, 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 original Contract, dated January 25, 2022, 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 October 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$92,000.00)**.

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

K & L GATES, LLC.

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

U2023-004a



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2022-0832
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR24630

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 POLICE ACADEMY RESTROOM ADA UPGRADE AND REMODEL

Agenda Wording
 Spokane Police Department Academy Restroom Remodel Contract Amendment for \$19,965.75 plus applicable sales tax.

Summary (Background)
 This project entails the removal and relocation of all wall hung toilets, urinals, sinks and faucets. As part of this, once the walls were opened, the contractor discovered that the existing plumbing, drain lines need to be rebuilt to allow for the new wall carriers to be installed at proper heights. This requires new height adjustable wall carriers, concrete floor removal and replacement, new sanitary drain line connections, new vent line connections additional wall framing & bench relocation.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ \$21,762.67 includes sales tax	# 5902-79115-94000-56203-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	2/6/2023 Public Safety
Division Director	WALLACE, TONYA	Council Sponsor	Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET	klong@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kschmitt@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing		hhaws@spokanecity.org	
FACILITIES MANAGEMENT	TEAL, JEFFREY		
POLICE	MEIDL, CRAIG		



City of Spokane
CONTRACT AMENDMENT
Title: **SPD ACADEMY RESTROOM REMODEL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCKIN’ D.W. CONSTRUCTION, INC.**, whose address is PO Box 970, Spokane Valley, Washington 99037, as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform the SPD Academy Restroom Remodel; and

WHEREAS, additional work is required to complete the project requiring additional funds, 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 November 15, 2022 and November 23, 2022, 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 18, 2023 and shall run through November 13, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETEEN THOUSAND NINE HUNDRED SIXTY FIVE AND 75/100 DOLLARS (\$19,965.75)** plus applicable sales tax, in accordance with Change Orders 2 and 3, 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.

ROCKIN' D.W. CONSTRUCTION, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Change Orders 2 and 3

23-030



2/7/23

David Steele
Project Coordinator
City of Spokane Facilities Department
808 W Spokane Falls Blvd
Spokane, WA. 99201

RE: OPR 2022-0832 Spokane Police Academy Restroom Change Order Proposal #3

Per RDW Superintendent Ryan Benson and David Steele's phone conversation on 2/6/2023, it was determined that additional work outside the current contract is in order. The following narrative supports the requested changes and the line-item change order request #3 for the following items:

1. End Panels
 - a. Shop labor- 3 hours and material to fabricate 3 end panels for lockers at new locations. End panel material is P-lam with almond colored laminate and edge banding
 - b. In the regular course of the project, lockers were divided up for relocation which exposed three locker ends. RDW recommends installing end panels to cover unfinished and unsecured ends.
 - c. Field labor for installation of end panels- 2 hours
2. Remove damage tile and replace with new tile in old bench location
 - a. When benches were removed and relocated in the regular course of the project, it was discovered that the tile where the anchor bolts were mounted was damaged and needed replacement
 - b. Per conversation with David, it was agreed that the best course of action would be to patch tile in these areas
 - c. Tile to be Marble D325 as per previously approved submittal
3. Administration cost for COR#3
4. Liability insurance 1.5%
5. Contractor Markup 7%
6. Contractor Profit 8%

Respectfully Submitted,

Dan Wilson
President

Attached to bid:

- RDW COR#3
- All Floors Proposal



License: ROCKIDC995DT
 PO Box 970
 Spokane Valley WA 99037
 509-924-2466

Change Order

Order#: 3

Order Date: 02/06/2023

To: City of Spokane
 808 W Spokane Falls Blvd
 Spokane WA 99201

Project: 2022408
 SPD Academy Restroom Remodel
 2302 N Waterworks St.
 Spokane WA 99212

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 63 Sarah Thornton

Customer Order:

Specifications Attached

Description of Work	Amount
<u>End Panels</u>	
Shop labor (3 hrs) and material to fabricate 3 end panels	765.00
Field labor for Installation of end panels (2 hrs)	184.00
<u>Tile</u>	
All Floors quote to patch bench locations with tile	650.00
<u>General Conditions and Requirements</u>	
Superintendent Truck and Fuel .25 days	30.50
CO admin time (2 hrs)	184.00
Liability Insurance 1.5%	27.20
Overhead 7% (1,840.70)	128.84
Contractor Profit 8% (1,840.70)	147.25

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **2,116.79**

The original Contract Sum was	109,950.00
Net change by previous Change Orders	28,544.82
The Contract Sum prior to this Change Order	138,494.82
The Contract Sum will be changed by this Change Order	2,116.79
The new Contract Sum including this Change Order will be	140,611.61
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____
 Contractor: _____ Date: _____

Proposal



Rockin DW Construction

Dan Wilson

All Floors Inc.

9116 E. Sprague Ave. #211
Spokane Valley, WA 99206

Phone: (509) 844-7462
Email: alek@allfloorsinc.com
www.allfloorsinc.com

Proposal # 000493 Change Order
Date 2/7/2023
Project: Spokane Police Academy

SCOPE OF WORK

Proposal to furnish and install:

Provide Material & Labor:

Tile repair work:	\$650.00
Patch bench locations with Keystones: D325 2"x2" marble tile	

Subtotal:	\$650.00
Total:	\$650.00

EXCLUSIONS:

Bonds, Taxes, Furniture Moving, Removal, Floor & Wall Prep (Other Than Minor), Cleaning, Waxing, Sealing, Material Protection, Concrete Sealers, Moisture Mitigation, Underlayments (Wood or Cement), Hoisting, Patching or Repairing, Overtime, Nights or Weekend Work Hours, Union Labor.

This proposal is good for a period of 30 days. The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.

ACKNOWLEDGEMENT AND AGREEMENT: The undersigned hereby accepts, agrees and acknowledges to the forgoing proposal under all terms and conditions set forth there in.

Signature: _____

Printed Name: _____

Title: _____

Date: ____ / ____ / ____

Respectfully Submitted By:

Alek Altukhov
All Floors Inc.
509-844-7462



1/18/23

David Steele
Project Coordinator
City of Spokane Facilities Department
808 W Spokane Falls Blvd
Spokane, WA. 99201

RE: OPR 2022-0832 Spokane Police Academy Restroom Change Order Proposal #2

David,

Please find the following narrative that supports the attached line-item change order request #2 for the following items:

1. Added demo and repair for carrier modifications
2. Added labor and materials for concrete floor re-pour and additional framing
3. Added labor and material for bench modifications
4. Liability insurance 1.5%
5. Contractor Markup 7%
6. Contractor Profit 8%

Details to support Change Order man hours:

- **Concrete Demolition for Carrier Modifications (18-man hrs.)**
 - 5 hrs. Equipment handling and procurement
 - 2 hrs. Sawcut slab
 - 5 hrs. Chipping and slab removal
 - 3 hrs. UG vent pipe relocation
 - 2 hrs. Fill
 - 1 hr. Additional drywall removal for ADA
- **Concrete floor patch/ framing (6-man hrs.)**
 - 4 hrs. Framing
 - 2 hrs. Concrete pourback
- **Bench Modifications (4-man hrs.)**
 - 4 hrs. Modify brackets and wood tops



Rockin' DW
CONSTRUCTION

Respectfully Submitted,

Dan Wilson
President

Attached to bid:

- RDW COR#2
- Ameriwest Proposal
- Sloan Plumbing Proposal



License: ROCKIDC995DT
 PO Box 970
 Spokane Valley WA 99037
 509-924-2466

Change Order

Order#: 2

Order Date: 01/18/2023

To: City of Spokane
 808 W Spokane Falls Blvd
 Spokane WA 99201

Project: 2022408
 SPD Academy Restroom Remodel
 2302 N Waterworks St.
 Spokane WA 99212

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 1 Daniel Wilson Jr

Customer Order:

Specifications Attached

Description of Work	Amount
Plumbing Modifications	
Jack Hammer, saw rental and blades	875.00
Labor for demo/exploration 18 man hrs	1,656.00
Labor for re-framing and floor pourback 6 man hrs	552.00
Concrete pourback and fill material	300.00
Sloan Plumbing Quote	8,250.00
Drian line clearing at urinals	300.00
Install New Circuits for GFIs	
AmeriWest Electric Quote	2,499.00
Bench Modification	
Labor to modift benches 4 man hrs	368.00
Material	25.00
General Conditions and Requirements	
Superintendent Truck and Fuel 3 days	312.00
CO admin time 2 hrs.	184.00
Liability Insurance 1.5%	229.81
Overhead 7% (15,321)	1,072.47
Contractor Profit 8% (15,321)	1,225.68

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

17,848.96

The original Contract Sum was	109,950.00
Net change by previous Change Orders	10,695.86
The Contract Sum prior to this Change Order	120,645.86
The Contract Sum will be changed by this Change Order	17,848.96
The new Contract Sum including this Change Order will be	138,494.82
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Rockin DW

1/18/2023

509-954-7305

DW@rockindw.com

RE: SPD Academy Restroom Remodel- **Change order**- shared existing circuitry, no code required GFI circuit

All associated labor and material are included for the completion of this project as defined below.

Electrical Proposal and Scope of Work:

This change order is for relocating the switches in each bathroom to accommodate the ADA stalls.

1. Pull new circuits for shared items that require dedicated circuitry per 20201 NEC code.
2. Rewire items that were shared together to respective J Boxes.
3. Add junction boxes and breakers as needed.
4. Additional day of work for 1 journeyman, 1 apprentice.
5. Electrical permits and inspections to be provided and completed.

Proposal Total Change Order Cost - \$2,499.00

This quote does not include the following:

1. Concrete, cutting, coring, and disposal.
2. HVAC equipment and ancillary equipment.
3. Cutting or patching of walls, floors, or ceilings.
4. Paint, or paint touch up.
5. Unforeseen Issues not noted or seen at time of quote.

Terms-

Thank you for the opportunity to provide this electrical quote. If you have any questions, comments, or concerns, please feel free to give me a call.

Regards,

Jim Zupkus

Ameri-West Electric Corp.

SLOAN'S PLUMBING INC.

4103 East 29th Ave.
Spokane WA 99223
Phone: (509) 863-6829
Fax: (509) 534-8342
E-mail sloansplumbing@comcast.net

January 18, 2023



ROCKIN DW CONSTRUCTION

Phone: (509) 924-2466
Fax: (509) 892-0675
E-mail DW@rockindw.com
Attn: Dan

We are pleased to offer the following changes for the SPD Academy Restroom Remodel Project.

Plumbing per plans including the following:

- 1-Vertical back-to-back closet carrier
- 2-Horizontal back-to-back closet carrier
- 1-Labor

Base bid \$8,250.00

Exclusions; Concrete cutting, existing china fixtures that are not reusable, sheetrock cutting and patching if required

Please feel free to contact me if I may be of further assistance

Sincerely,

Steve Sloan
President

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Police Department Academy – Restroom Remodel Contract Amendment \$19,456 + \$2,116
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Spokane Police Department, is completing a remodel of both group restrooms to bring them up to current ADA standards. This project entails the removal and relocation of all wall hung toilets, urinals, sinks and faucets. As part of this, once the walls were opened, the contractor discovered that the existing plumbing drain lines need to be rebuilt to allow for the new wall carriers (hardware that supports the wall hung toilet) to be installed at proper heights. This requires new height adjustable wall carriers, concrete floor removal and replacement, new sanitary drain line connections, new vent line connections, additional wall framing, and bench relocation. Also included in these additional works orders are minor electrical to meet current building code for outlets in wet locations, floor tile repair to accommodate the relocation of benches, and finish panels for relocated lockers.
Proposed Council Action	Approval of Contract Amendment
Fiscal Impact Total Cost: <u>\$19,456</u> 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 type="checkbox"/> Recurring Specify funding source: Police account number 5902-79115-94000-56203-99999 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) NA	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">The Police Academy provides law enforcement training for local and regional law enforcement agencies. This work rebuilds critical infrastructure to support that service and brings the facility into compliance with ADA standards which directly serves the disabled community.</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?

This work will be evaluated as successful by meeting current ADA standards

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

This work will be evaluated as successful by meeting current ADA standards

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 Police Academy provides law enforcement training for local and regional law enforcement agencies directly impacting Public Safety for multiple communities. This work rebuilds critical infrastructure to support that service and brings the facility into compliance with ADA standards which directly servers local and regional law enforcement efforts.

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

02/27/2023

Date Rec'd

2/8/2023

Clerk's File #

ORD C36358

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**JENNIFER 625-4056
HAMMOND**Project #****Contact E-Mail**

JHAMMOND@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0680-POLICE - SBO - YWCA CONTRACT FOR FY22 ICJR GRANT

Agenda Wording

FY22 OVW ICJR Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant acceptance. Special budget ordinance is also needed to appropriately adjust the budget to reflect this newly awarded grant.

Summary (Background)

The YWCA was chosen to be the primary recipient and the City will be a sub-awardee. Total grant award of \$674,049.72 with the City being awarded \$268,240 to be used to fund 0.48 FTE of an SPD Officer assigned to the grant. The grant period is 10/01/2022 to 09/30/2026.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 268,240

1620-XXXXX-99999-33316-99999

Expense \$ 268,240

1620-XXXXX-21250-51001-99999

Select \$

#

Select \$

#

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

MEIDL, CRAIG

Study Session\OtherPublic Safety Committee
2-6-23**Division Director**

MEIDL, CRAIG

Council SponsorCM Cathcart / CM
Kinnear**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

kschmitt

For the Mayor

PERKINS, JOHNNIE

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

STRATTON, JESSICA

ACCOUNTING -

MURRAY, MICHELLE

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jennifer Hammond
Contact Email & Phone	jhammond@spokanepolice.org 625-4056
Council Sponsor(s)	CM Cathcart / CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY22 OVW ICJR Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant acceptance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department (SPD), in collaboration with the YWCA Spokane, Spokane Family Justice Center and Spokane County, applied for and subsequently were awarded grant funds from the Dept. of Justice Office of Violence Against Women(OVW) for the “Improve Criminal Justice Responses (ICJR) to Domestic Violence, Dating Violence, Sexual Assault, and Stalking” program. This program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, tribal governments, and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes.</p> <p>The YWCA was chosen to be the primary recipient and the City will be a sub-awardee. Total grant award of \$674,049.72 with the City being awarded \$268,240 to be used to fund 0.48 FTE of an SPD Officer assigned to the grant. The grant period is 10/01/2022 to 09/30/2026.</p> <p>Special budget ordinance is also needed to appropriately adjust the budget to reflect this newly awarded grant.</p>
Proposed Council Action	Approval of FY22 OVW ICJR grant sub-award and SBO – Feb. 27th
Fiscal Impact Total Cost: <u>\$268,240</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: Dept. of Justice Office of Violence Against Women through the YWCA Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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?	
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?	

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

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

ORDINANCE NO C36358

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 Public Safety & Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

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

- 1) Increase revenue by \$268,240.
 - A) Of the increased revenue, \$268,240 is provided by the Dept. of Justice Office of Violence Against Women grant program FY22 ICJR DV, Dating Violence, Sexual Assault, and Stalking program.
- 2) Increase appropriation by \$268,240.
 - B) Of the increased appropriation, \$268,240 is to be used to fund 0.48 FTE of an assigned SPD officer for grant related work.

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 Dept. of Justice OVW grant award, 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:**

02/27/2023

Date Rec'd	2/7/2023
Clerk's File #	ORD C36359
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI MACCONNELL 625-4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0680-POLICE-SBO WA STATE LEGISLATURE TRAINING FUNDS

Agenda Wording

SPD is requesting approval to apply for and subsequently accept the WA state legislature training funds.

Summary (Background)

The Spokane Police Department was made aware of funds the Washington State Legislature has provided for local law enforcement agencies to assist with the cost of training required by certain legislation enacted in 2021 and 2022 (use of force HB1310; duty to intervene SB5066; use of force HB 1735; use of force HB2037). Once we apply, the Spokane Police Department will tentatively receive \$114,753.60 for such costs.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 114,754

Expense \$ 114,754

Select \$

Select \$

Budget Account

1620-XXXXX-99999-33469-99999

1620-XXXXX-21400-54902-99999

#

#

Approvals**Dept Head** MACCONNELL, JACQUI**Division Director** MACCONNELL, JACQUI**Finance** MURRAY, MICHELLE**Legal** PICCOLO, MIKE**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****MANAGEMENT & BUDGET** STRATTON, JESSICA**Council Notifications****Study Session\Other** Public Safety Committee 2-6-23**Council Sponsor** CM Cathcart / CM Kinnear**Distribution List**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of WA State Legislature Training Funds and SBO
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department was made aware of funds the Washington State Legislature has provided for local law enforcement agencies to assist with the cost of training required by certain legislation enacted in 2021 and 2022 (use of force HB1310; duty to intervene SB5066; use of force HB 1735; use of force HB2037). Once we apply, the Spokane Police Department will tentatively receive \$114,753.60 for such costs.</p> <p>This funding is a one-time benefit to offset training costs required by the listed enacted legislation (either for already incurred expenses or expenses to be incurred). If we do not apply for and accept our funding prior to June 30, 2023, the funds will be returned to the WA State General Fund.</p> <p>SPD is requesting approval to apply and subsequently accept the funds; along with a corresponding special budget ordinance (SBO) to amend the budget to reflect these changes.</p>
Proposed Council Action	Approval to apply for funds, accept funds & process SBO – February 27 th
Fiscal Impact	<p>Total Annual Cost: \$114,753.60 Total Cost Remaining This Year: \$114,753.60 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: WA State Legislature distribution</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 (If N/A, please give a brief description as to why)	
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

ORDINANCE NO C36359

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 Public Safety & Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

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

- 1) Increase revenue by \$114,754.
 - A) Of the increased revenue, \$114,754 is provided by the Washington State Legislature solely for one-time training costs incurred as required under enacted legislation.

- 2) Increase appropriation by \$114,754.
 - B) Of the increased appropriation, \$114,754 is provided solely for one-time training costs.

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 distribution of state funds for recent legislation regarding police training, 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:
02/27/2023

Date Rec'd	2/16/2023
Clerk's File #	RES 2023-0018
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	Resolutions
Agenda Item Name	0320 - RESOLUTION REGARDING A JOINT STATEMENT ON REGIONAL HOMELESS EFFORTS

Agenda Wording

Supporting the 90-day due diligence period to establish a regional, collaborative effort to effectively manage homelessness and its impacts in the Spokane region.

Summary (Background)

This resolution endorses a joint statement in support of a 90-day due diligence period to establish a regional, collaborative effort to effectively manage homelessness and its impacts in the Spokane region.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	ALLERS, HANNAHLEE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	2/16 study session
Council Sponsor	CP Beggs, CM Bingle

Distribution List

Additional Approvals

Purchasing	

RESOLUTION NO. 2023-0018

A Resolution supporting the 90-day due diligence period to establish a regional, collaborative effort to effectively manage homelessness and its impacts in the Spokane region.

WHEREAS, the role of the Spokane City Council in terms of response to the homelessness crisis is to set City policy, enact City laws, and fund City budgets; and

WHEREAS, for at least the last three years, the City Council has been active in responding to the housing and homeless crisis in the region by passing numerous resolutions and ordinances, and taking other actions including adding millions of additional dollars to the City’s budget to increase sheltering availability and other services; and

WHEREAS, to continue both housing and service provider investment, it will take a regional, collaborative effort that may include a consolidated independent authority to accomplish the following:

- Bring the community together around this critical issue
- Depoliticize regional homelessness operational and funding decisions
- Integrate and coordinate management, data, services, facilities and financial resources to address homelessness in an efficient and strategic manner; and

WHEREAS, the first step in regional collaboration would be to have the governing bodies of affected municipalities agree on a path forward.

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane hereby endorses the attached joint statement that supports a 90-day due diligence period to establish a regional, collaborative effort to effectively manage homelessness and its impacts in the Spokane region.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

JOINT STATEMENT

Collaborating for our Community

Spokane regional elected leadership announces a 90-day due diligence period to evaluate options for a regional and collaborative model to improve our collective efforts to address homelessness and its impacts on our community.

Our region's greatest strength is our ability to build community vitality through regional partnerships and collaboration, and now is the time to utilize that strength to more effectively and collaboratively address homelessness in our community. The Spokane region has a history of achieving big things when responsibility and successful outcomes are shared.

Homelessness affects communities across the country, and Eastern Washington is no exception. One of the biggest challenges communities face in addressing homelessness, is that much of the homeless response system relies on many people and organizations working effectively across jurisdictions and with a regional focus. Together, we can better coordinate our resources invested in housing and human services, to successfully and efficiently address this crisis.

As elected leaders, we know this isn't a political issue, it is a people issue, and it affects all of us in the Spokane region. We believe that working beyond political and jurisdictional boundaries may give us the best chance to build and deliver strategic and impactful solutions for our entire community for years to come.

About our Collaborative Effort

Developing an integrated strategy with shared responsibility is best achieved when all local elected officials work collaboratively.

One initiative we will be assessing, modeled after successful campaigns in Houston and Atlanta, is an effort to establish an independent authority tasked with making strategic, coordinated decisions and investments, to achieve the best outcomes. The Spokane region is ready to work to establish our own model, one that best fits our community's needs and desires.

We recognize that our many providers and other professionals throughout the homeless response system have worked diligently for many years, but often without the regional planning and support they've needed to achieve greater success. Such a collaborative effort could more effectively address these needs by properly aligning the region around strategies, funding, and many other resources, including the areas of health and services, housing, and public safety.

Three community leaders, Gavin Cooley, Rick Romero, and Theresa Sanders have volunteered to help organize and guide this effort. Each has a variety of business and public sector experience, and together have worked on numerous successful regional collaborations.

The Next 90 Days

The first step towards developing a regional collaborative authority, is a 90-day due diligence period. During this time, community leaders and many stakeholder groups will work together as quickly as

possible to identify how a regional and collaborative system could be created – a system that could be built on shared vision, finances, data, and other resources to optimize the address of homelessness and its impacts on our community. The due diligence period will focus on:

1. Reviewing **potential legal structures** for a regional effort, including pro/con evaluations, e.g. Public Development Authority (PDA), nonprofit, and others
2. Reviewing **potential governance models** and best practices, including roles of jurisdictions, elected leaders and community stakeholders in coordination and support of a regional effort
3. Review and discussion of **initial funding, costs and other financial information** in support of a regional effort
4. Review and discussion of **data collection and use** in support of a regional effort
5. Review and discussion of **initial staffing** in support of a regional effort
6. Review and discussion of how the **success of a regional effort** can be regularly quantified and evaluated

Gathering comprehensive regional stakeholder input will be key to our success. Many different stakeholder groups, providers throughout the homeless response system, people with lived experience, our local Continuum of Care Board, local, state, and federal government agencies their staff and advisory boards, as well as businesses, and residents, will be encouraged to actively participate in this process.

Throughout the due diligence period, there will be many avenues for community members to share their input and perspectives with elected and other leaders, including public forums and a website.

Following the due diligence period, legislative bodies will evaluate the information developed and the likelihood of success for a regional collaborative authority model, and give consideration as to whether and to what degree to participate in the regional authority or other envisioned regional homelessness efforts.

Together we can build a bright future for the Spokane region.

Signed,
City of Spokane Mayor
City of Spokane Valley
Spokane City Council
Spokane County



Agenda Sheet for City Council Meeting of:
02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	RES 2023-0019
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	KEVIN FREIBOTT X6184
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - WQTIF FUNDS FOR WEST CENTRAL PUBLIC IMPROVEMENTS

Agenda Wording
A resolution acknowledging the recommendation of the Neighborhood Projects Advisory Committee and confirming the use of West Quadrant TIF Funds for public improvements in West Central.

Summary (Background)
This resolution acknowledges the unanimous recommendation of the Neighborhood Project Advisory Committee and would confirm the use of West Quadrant Tax Increment Financing funds for the design, planning, and implementation of various public improvements in the West Central neighborhood.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 300,000		# 3501 West Quad TIF funds
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 2/13/2023
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Stratton & Zappone
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	kfreibott@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	rbenzie@spokanecity.org	
Additional Approvals		jchurchill@spokanecity.org	
Purchasing		sgardner@spokanecity.org	
		smacdonald@spokanecity.org	

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development Department
Subject:	West Quadrant TIF Funds for Design/Plan in West Central
Date:	January 30, 2023
Author (email & phone):	Kevin Freibott, Senior Planner, x6184, kfreibott@spokanecity.org
City Council Sponsors:	CM Stratton and CM Zappone
Executive Sponsor:	Steven MacDonald
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan – Economic Development Policies and Goals West Quadrant TIF Enacting Ordinance (C34032 & C35879) Neighborhood Project Advisory Committee
Strategic Initiative:	
Deadline:	n/a
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to commit Tax Increment Financing to a design/plan/build project in West Central
<p><u>Background/History:</u> The West Quadrant TIF encompasses parts of the West Central, Riverside, and Emerson-Garfield neighborhoods and was formed by City Council in 2007 for the purpose of incentivizing and funding, in part, public improvements in those neighborhoods.</p> <p>In 2022 a local non-profit organization called REACH West Central made a proposal to the City via the City’s Neighborhood Project Advisory Committee (NPAC) for the use of \$300,000 in TIF funds for “work on community outreach, design, and feasibility analysis for projects” within the TIF district. Following several months deliberation, the NPAC voted unanimously to recommend City Council allocate the requested funds to that project.</p> <p>Since the vote by the NPAC, staff has coordinated between multiple departments and built a proposed process by which the money can be used to secure the services of a professional consultant(s), which will develop a number of public improvement projects in the West Central neighborhood that can be funded and implemented by TIF funding potentially in combination with other funding sources.</p>	
<p><u>Executive Summary:</u> The original REACH West Central proposal is attached as well as a draft Resolution for consideration by City Council in a future Legislative session. The Resolution has been deemed to be acceptable to earmark these funds for the stated purpose as the City budget already includes sufficient expenditure of TIF funds to accomplish the task.</p> <p>Work under this proposal would be overseen by the Planning & Economic Development department in close coordination with the Integrated Capital Management department. An RFQ is anticipated to be issued to select the appropriate firm to conduct the work once the Resolution has been approved by Council.</p> <p>Note that this effort is not to exceed \$300,000, and as of the date of this the fund has a balance of \$1,478,756.36.</p>	

Budget Impact:

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

If new, specify funding source: Tax Increment Financing (Account 3501)
Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? Yes No
Requires change in current operations/policy? Yes No

Specify changes required:

Known challenges/barriers:

RESOLUTION NO. 2023-0019

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$300,000 in tax increment funding for design, planning, and implementation of public improvements in the West Central neighborhood portion of the West Quadrant Tax Increment Financing area.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing (“WQTIF”) area to help provide funding for public improvement projects in and around the Kendall Yards planned unit development (“PUD”) area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee (“NPAC”) to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

WHEREAS, the NPAC met on October 6, 2021 and heard a request from REACH West Central for an allocation of WQTIF funds to fund the design, planning, and implementation of public improvements in the West Central Neighborhood; and

WHEREAS, the NPAC continued to discuss and consider the proposal by REACH West Central during their regular meetings in the month of December 2021 and the months of January, February, and April 2022; and

WHEREAS, the NPAC has determined that the proposed actions are within the WQTIF project area and are among the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, the requested allocation is an authorized use of the WQTIF funds; and

WHEREAS, the NPAC unanimously recommended the City Council approve the use of funds for the proposed project in the amount of \$300,000, and recommended expanding the possible projects to be addressed by the funds to any public improvements in the West Central neighborhood portion of the TIF.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopt the recommendations of the WQTIF area NPAC allocating tax increment funds for proposed design, planning, and implementation of a range of any allowed public improvements in the West Central Neighborhood portion of the TIF (see **Exhibit A**).

Adopted by the Spokane City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Neighborhood Project Advisory Committee (NPAC)
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Subject: Proposal for West Quadrant TIF Funds

January 2022

Dear Members of the NPAC,

REACH West Central (REACH), with the support of the West Central Neighborhood Council (WCNC), has worked for more than two years on a plan for economic revitalization in the area of the West Central neighborhood that lies within the West Quadrant TIF (WQTIF) district. Our first efforts were aimed at securing a 15-year extension of the WQTIF end date, from 2032 to 2047, and the broadening of allowable funding to include permanently affordable housing in all three of the neighborhoods within the WQTIF district. As you know, the new extension ordinance was approved by the Spokane City Council in October 2020, and is awaiting approval from the Spokane County commissioners.

Those efforts have now been followed by planning for broad community outreach and feasibility analysis for the projects in West Central authorized by the 2007 WQTIF ordinance. The first phase of our work has been funded by grants to REACH from the Greenstone Foundation and the Smith-Barbieri Progressive Fund. Using this funding, in June 2021 REACH retained Woodsong Associates, a community development and planning firm, to begin this work.

The attached proposal will allow completion (with input from West Central residents and businesses, City of Spokane staff, and nonprofit agencies working in West Central) of the work on community outreach, design, and feasibility analysis for projects that have been authorized by the 2007 WQTIF. This work is both urgent and vitally important, given that the West Central neighborhood, and particularly the area covered by the WQTIF, has one of the highest levels of poverty in the state of Washington, and has suffered significant negative economic impacts from the Covid-19 pandemic in the form of job losses, family displacement, and business closures.

We thank you for your consideration of our proposal, and urge your prompt review and your recommendation to the Spokane City Council to approve this funding proposal.

Signed,

A handwritten signature in black ink that reads "Morgan Thomas".

Morgan Thomas

Chair, REACH West Central

Attachments:

- *Exhibit A: Public Involvement Plan (PIP) Executive Summary*
- *Exhibit B: About REACH West Central*



Proposal for West Quadrant TIF Funds

REACH West Central, with support from the West Central Neighborhood Council (WCNC), has prepared this proposal for funding from the West Quadrant Tax Increment Financing (WQTIF) district for approval by the Neighborhood Project Advisory Committee (NPAC).

This proposal has been created with a focus on completing the projects within West Central authorized by Ordinance C34032, in order to promote and facilitate economic growth and stability within the community, by encouraging investment in job-producing private development to expand the tax base of the neighborhood.

This proposal is for up to \$300,000 in funding for planning, concept design, feasibility studies, and community outreach required to implement projects authorized by Ordinance C34032:

1. West Broadway Neighborhood Center Streetscape Improvements

The original language from Ordinance C34032 describes this project's scope as: "Broadway, Ash to Chestnut, 4 blocks of streetscape improvements, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route."

2. Chestnut / Elm Streetscape Improvements

The original language from Ordinance C34032 describes this project's scope as: "Traffic calming on Elm, Cannon, and Chestnut, 3 blocks from Bridge to Dean, including crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements."

3. Maxwell & Elm Employment Center

The original language from Ordinance C34032 describes this project's scope as: "On Sinto for five blocks from Chestnut to Maple: sidewalks, bump-outs, trees, and crosswalk treatments. Also, water and sewer upgrades to current commercial and industrial standards for the incubator site."

4. Traffic calming

The original language from Ordinance C34032 describes this project's scope as: "Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bump-outs, trees, crosswalk treatment, benches, and bus shelters."

The goal of the design phase of work is to identify specific project elements to recommend, and to complete initial feasibility analysis and schematic design work to allow projects to proceed to construction (i.e., "shovel-ready"), in order to produce maximum benefit for economic development purposes.

To this end, we envision the funds being expended for work including community outreach and development of feasibility analysis and schematic design for the included projects. Ideally, analysis and design would be completed in sufficient detail to allow solutions with the most potential to catalyze new development, facilitate new investment by small businesses, and expedite redevelopment of nearby sites.

To help produce a scope of work, schematic design, and feasibility analysis for each of these projects that can



achieve community revitalization goals, this funding proposal includes a suggested Public Involvement Plan (PIP), the executive summary for which is attached. The aim is to create a vision for each project, with collaborative input from the West Central community and City of Spokane staff, to identify the set of deliverables needed to advance each project from planning to implementation, including capital project design, permitting, engineering, and construction.

To ensure that funded projects will result in the desired investment in job-producing private development to expand the tax base of the neighborhood, we suggest that the scope of the feasibility analysis should also consider related community and economic development activities, including those on the other side of the property line from the public Right Of Way (ROW). This consideration may include, but is not limited to, an audit of the applicable controlling documents and an analysis of possible uses.

We believe that this preliminary feasibility and design work will enable leveraging of construction funding from outside sources, in addition to the future use of WQTIF funds.

We anticipate working with community partners such as the West Central Neighborhood Council, Community Frameworks, Habitat for Humanity, Spokane Low Income Housing Consortium (SLIHC), Spark Central, West Central Community Center, Our Place, the Native Project, and the Greenstone Corporation, as well as City of Spokane staff, to finalize and execute the Public Involvement Plan (PIP) that is summarized in Exhibit A.

The West Central neighborhood is home to many disadvantaged residents. Successful planning in the neighborhood must work closely with organizations that intimately understand the challenges residents face and that have earned their trust. In support of this reality, this funding proposal is made with the understanding that REACH West Central, with the support of the West Central Neighborhood Council (WCNC) and other West Central community partners, wishes to have an advisory role in this planning process in order to represent the voice of neighborhood residents. This could involve such activities as:

- Input into the scope of work for the request for proposals (RFP) for potential planning consultants;
- Inclusion in the process of interviewing potential planning consultants; and
- Participation in any technical committee guiding and reviewing the work of the planning consultant during the execution of the contract.

The NPAC has recently revised its Policies and Procedures document to include, among its Duties and Powers, “ensur[ing] that one or more public participation process(es)...has occurred” before neighborhood improvement projects are implemented. During the work on revising the committee’s policies and procedures, the members expressed dismay that previous planning efforts in West Central had not always included a rigorous public participation process. Allowing REACH, with the support of the WCNC, to act as a neighborhood representative in this planning process would indeed ensure that residents of the neighborhood are included in decision making.

We thank you for your careful consideration of this proposal, and look forward to discussing it with you at your earliest convenience.



Summary of REACH West Central Public Involvement Plan (PIP)

The Public Involvement Plan is intended to be a template for community engagement for projects within Spokane's West Central neighborhood; it can guide the process of planning for healthy, connected, and inclusive communities within the neighborhood. The intent is to ensure an open and equitable process to provide residents and other concerned parties meaningful opportunities to help shape the quality of change and growth in the West Central community.

Overview

The West Central neighborhood has suffered from underinvestment for decades, and is one of the most impoverished areas not only in the city of Spokane, but also in the state of Washington. This continues to be the case in the context of a current housing crisis. As the city of Spokane grows, more people, especially low-income communities of color, immigrants, and renters who have been disproportionately impacted by myriad socio-economic issues, will become increasingly vulnerable to displacement pressures in neighborhoods such as West Central.

The 2012 West Central Neighborhood Action Plan references the City of Spokane's Comprehensive Plan goal:

"Growth will be managed to allow a mix of land uses that fit, support, and enhance Spokane's neighborhoods, protect the natural environment, and sustain the downtown area and broaden the economic base of the community."

Despite this aspiration, little action has occurred to fulfill it in West Central in the near-decade since 2012. REACH West Central (REACH) intends to help bring catalytic funding into the neighborhood, from the West Quadrant TIF as well as from other funding sources, to achieve the goals of the 2012 Neighborhood Action Plan. These include safety improvements to the transportation system, interventions to stabilize the housing market, and initiatives to increase livability and equity outcomes in the neighborhood.

Towards this end, over the next several years REACH will help to seek funding to support the following tasks in West Central as a part of a strategic initiative:

- Plan for a healthy, connected, and inclusive community with a full range of housing choices permanently affordable to neighborhood residents; thriving business districts; healthy built environments; and strong social networks and institutions;
- Help build capacity of community-based organizations that work with low-income households and communities of color such as the West Central Neighborhood Council; Spark Central; Our Place; the West Central Community Center; and others to advise project decisions, build organizational relationships, and develop deeper ties among community members;
- Decrease the urban heat island effect through tree planting and other urban greening efforts;
- Plan for and implement a set of transportation interventions to calm traffic; increase the availability and safety of options for walking, bicycling, and transit riding; and support neighborhood economic development.

Project Goals

Building from the major goals of the 2012 West Central Neighborhood Action Plan and Spokane's Comprehensive Plan, the following draft project goals are proposed. These will be refined through the community engagement process.

1. Improve public health outcomes for people living and working in the neighborhood;



Exhibit A: Public Involvement Plan (PIP) Executive Summary

2. Plan for a safe, accessible, affordable, healthy, and socially inclusive neighborhood that allows the most vulnerable households to remain in place and build wealth;
3. Commit existing resources and develop new, long-term resources for permanently affordable housing;
4. Prevent residential and cultural displacement by preserving existing unregulated affordable rental housing, strengthening tenant protections, and providing anti-displacement services;
5. Increase housing choices for all household types and incomes by developing opportunity sites for new construction of equitable, pedestrian-focused development, and by regulating land use and zoning to create permanently affordable and market-rate housing;
6. Create conditions for more robust commercial main streets and a full range of commercial and business services in West Central;
7. Promote local small business opportunities in tandem with economic development efforts.

Public Involvement Plan

The goal of the Public Involvement Plan (PIP) is for communities in West Central to be stronger and more empowered to help shape growth and change than they were before the planning process began. This means providing an interactive, ongoing public discussion that will be mutually accountable, transparent, and engaging for those most vulnerable to the burdens of neighborhood change.

The finalized PIP document will help to direct a set of specific engagement practices, including:

- Distributed community charrette
- Temporary installations as community feedback loops
- Community walking tours
- Community training and dialogues on equity and fair housing
- Ongoing outreach to stakeholders
- Website and social media
- Physical notifications, meeting notices, media releases

REACH West Central sees community involvement as a partnership with the City of Spokane that values residents' wisdom, leveraging meaningful, accessible, and effective participation to deliver social justice and equity with transparency and accountability.

Conclusion

Political and community momentum has been building to see the West Central neighborhood transform into a more vibrant and accessible version of what it is today, a place that helps to unite surrounding neighborhoods. The time is now right to consider how to complete the neighborhood's transformation into a vibrant, inclusive, safe, and equitable place for people to live, work, play and learn.



Exhibit B: About REACH West Central

What is REACH West Central?

REACH West Central is a 501c3 community development corporation that was started in 2017 by residents of West Central who were aware that the neighborhood has, at least in part, been passed over for development funding due to a lack of capacity.

Historically, it has been difficult for residents of low-income areas like West Central to make their voices heard in the decisions that affect them. One of the goals of REACH is to help create capacity, thus allowing the neighborhood to more effectively engage with the City of Spokane and with funding organizations.

Rather than duplicating the efforts of other groups, REACH's mission is to collaborate with and provide support to organizations that share our goals. To further this mission, REACH has several areas of focus:

- Fostering economic development
- Helping to create sustainable housing
- Promoting arts and culture
- Improving the environment and quality of life in West Central.

REACH is a member of the Spokane Low Income Housing Consortium and the West Central Community Coalition. We have additional partnerships with Community Frameworks and Habitat for Humanity, as well as with the West Central Community Center and Spark Central.

EIN: 82-4593760

**NOTICE OF CITY COUNCIL PUBLIC HEARING
PROPOSED RESOLUTION
USE OF WEST QUADRANT TIF FUNDING IN WEST CENTRAL
(Proposed Resolution 2023-_____)**

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, February 27, at 6:00 p.m.** in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.* (See note below.) This hearing may be continued to a later date. This public hearing is to consider a Council Resolution acknowledging a recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing (WQTIF) area for the use of WQTIF funds for the design, planning, and implementation of public improvements in the West Central Neighborhood portion of the WQTIF area.

Written comments and oral testimony at the public hearings for these proposed actions will be made part of the public record. Any person may submit written comments on the proposed actions to kfreibott@spokanecity.org or call for additional information at:

*Planning & Development Department
Attn: Kevin Freibott, Senior Planner
808 West Spokane Falls Boulevard
Spokane, WA 99201-3329
Phone (509) 625-6500*

More information on the process: The City Council will be briefed on the proposed Resolution on Monday, February 20, 2022 at 3:30 p.m. There is no public testimony at the briefing. Final consideration of the proposed Resolution is scheduled for Monday, November 21, starting at 6 p.m. At this meeting there will be opportunity for public testimony. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council may continue this public hearing to a following meeting at their discretion.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or

msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

January 30, 2023

City Clerk File No.:
ORD C36348

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF A PORTION OF 7TH AVENUE EAST OF GOVERNMENT WAY (AS REQUESTED BY CATHOLIC CHARITIES)

During its 3:30 p.m. Briefing Session held Monday, January 9, 2023, upon review of the vacation of a portion of 7th Avenue East of Government Way on the January 9 Current Agenda, the City Council took the following action:

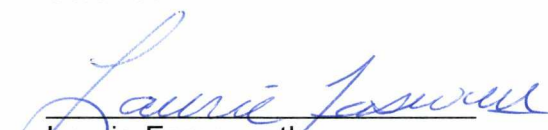
Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to accept** Catholic Charities' alternative "no cost" vacation: **carried 7-0.**

At its 6:00 p.m. Legislative Session held January 9, 2023, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services; the opportunity for public testimony, with none provided; and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated November 15, 2022) (as amended during the 3:30 p.m. Briefing Session), the vacation of a portion of 7th Avenue East of Government Way, as requested by Catholic Charities:

Ayes: Beggs, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: Bingle

In conjunction with the hearing, Ordinance C36348—vacating a portion of 7th Avenue East of Government Way—was read for the first time, with further action deferred.


Laurie Farnsworth
Spokane Acting City Clerk

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

01/09/2023

Date Rec'd	12/28/2022
Clerk's File #	ORD C36348
Renews #	
Cross Ref #	RES 2022-0102
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700 – STREET VACATION OF A PORTION OF 7TH AVE EAST OF GOVERNMENT WAY

Agenda Wording

Vacation of 7th Ave east of Government Way as requested by Catholic Charities.

Summary (Background)

At its legislative session held on December 5, 2022 the City Council set a hearing on the above vacation for January 9, 2023 Staff has solicited responses from all concerned parties.

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

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

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	Urban Experience Committee - 11/14/22
Division Director	MACDONALD, STEVEN	Council Sponsor	B. Wilkerson & L. Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	smacdonald@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tpalmquist@spokanecity.org	
Additional Approvals		edjohnson@spokanecity.org	
Purchasing		ebrown@spokanecity.org	
		kkuchlenz@spokanecity.org	

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: January 31, 2023

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36348

FROM: Terri Pfister, City Clerk

RE: Vacation of a portion of 7th Avenue east of Government Way, as requested by Catholic Charities.

Attached is a copy of Ordinance C36348 for the vacation of:

a portion of 7th Avenue east of Government Way, as requested by Catholic Charities.

This ordinance was read for the first time on January 9, 2023, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Laurie Farnsworth
Laurie Farnsworth (Jan 31, 2023 09:19 PST)
Acting City Clerk

Jan 31, 2023
Date

Precedent conditions have been met and Ordinance C36348 is hereby returned for Final Reading.

Eldon Brown

Principal Engineer – Developer Services

Dated: Feb 10, 2023

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: January 9, 2023

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: 4700 – Street Vacation of a portion of 7th Ave east of Government Way

Agenda Wording (250 Character Max): Vacation of 7th Ave east of Government Way as requested by Catholic Charities.

Summary Background (500 Character Limit): At its legislative session held on December 5, 2022 the City Council set a hearing on the above vacation for January 9, 2023 Staff has solicited responses from all concerned parties.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

****** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.

Council Notifications: Urban Experience Committee – 11/14/22

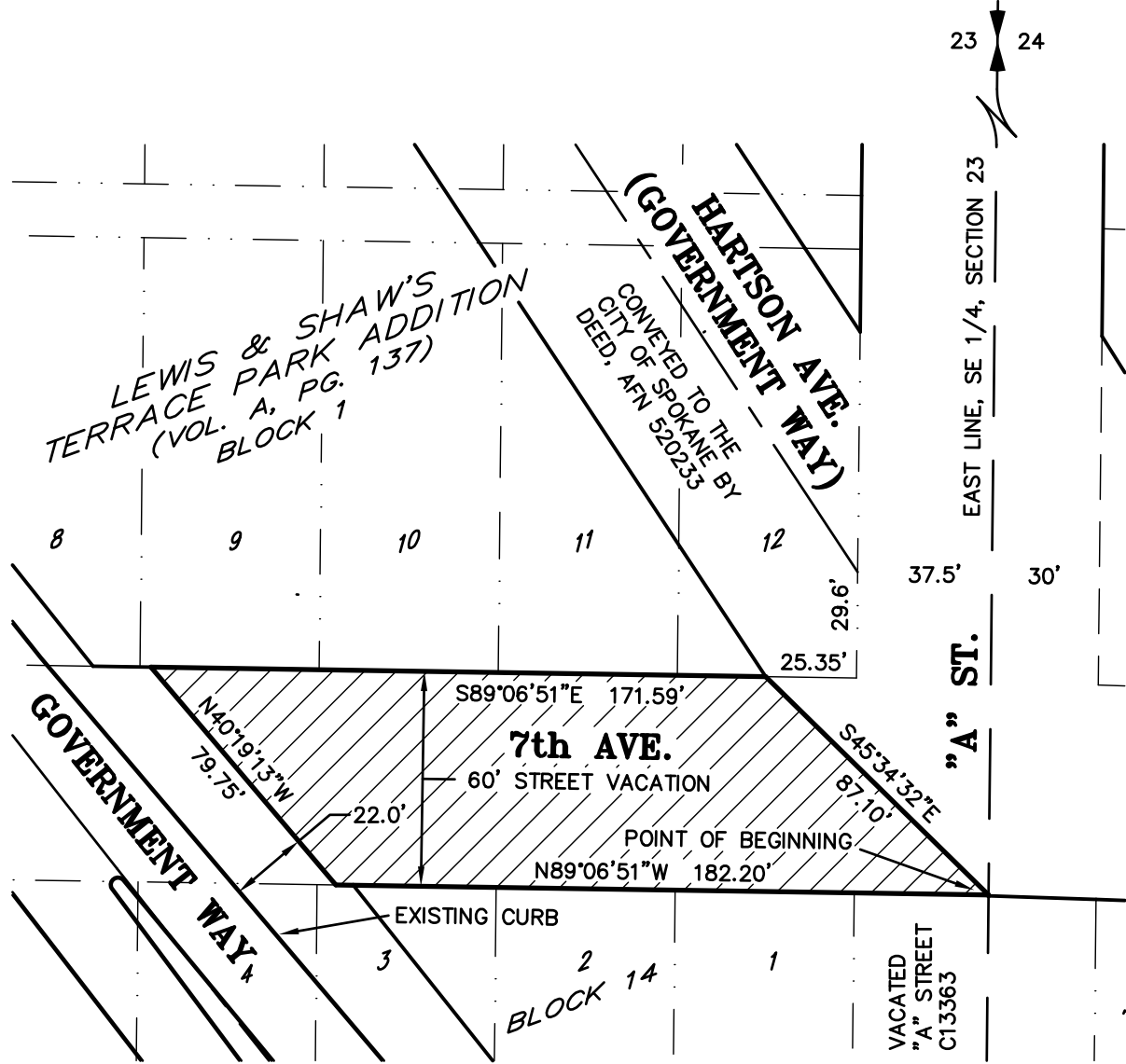
****** City Council Sponsor: Betsy Wilkerson & Lori Kinnear

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

edjohnson@spokanecity.org, ebrown@spokanecity.org, kbecker@spokanecity.org

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



23 24

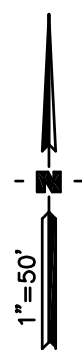
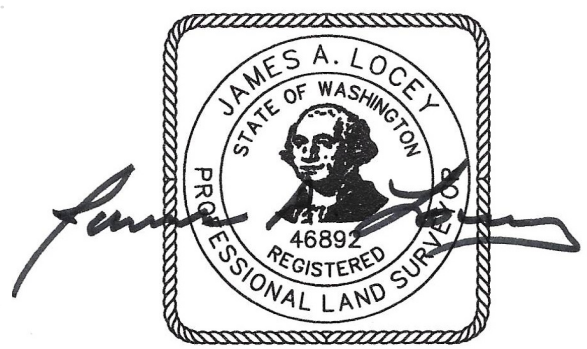
EAST LINE, SE 1/4, SECTION 23

37.5' 30'

"A" ST.

VACATED "A" STREET C13363

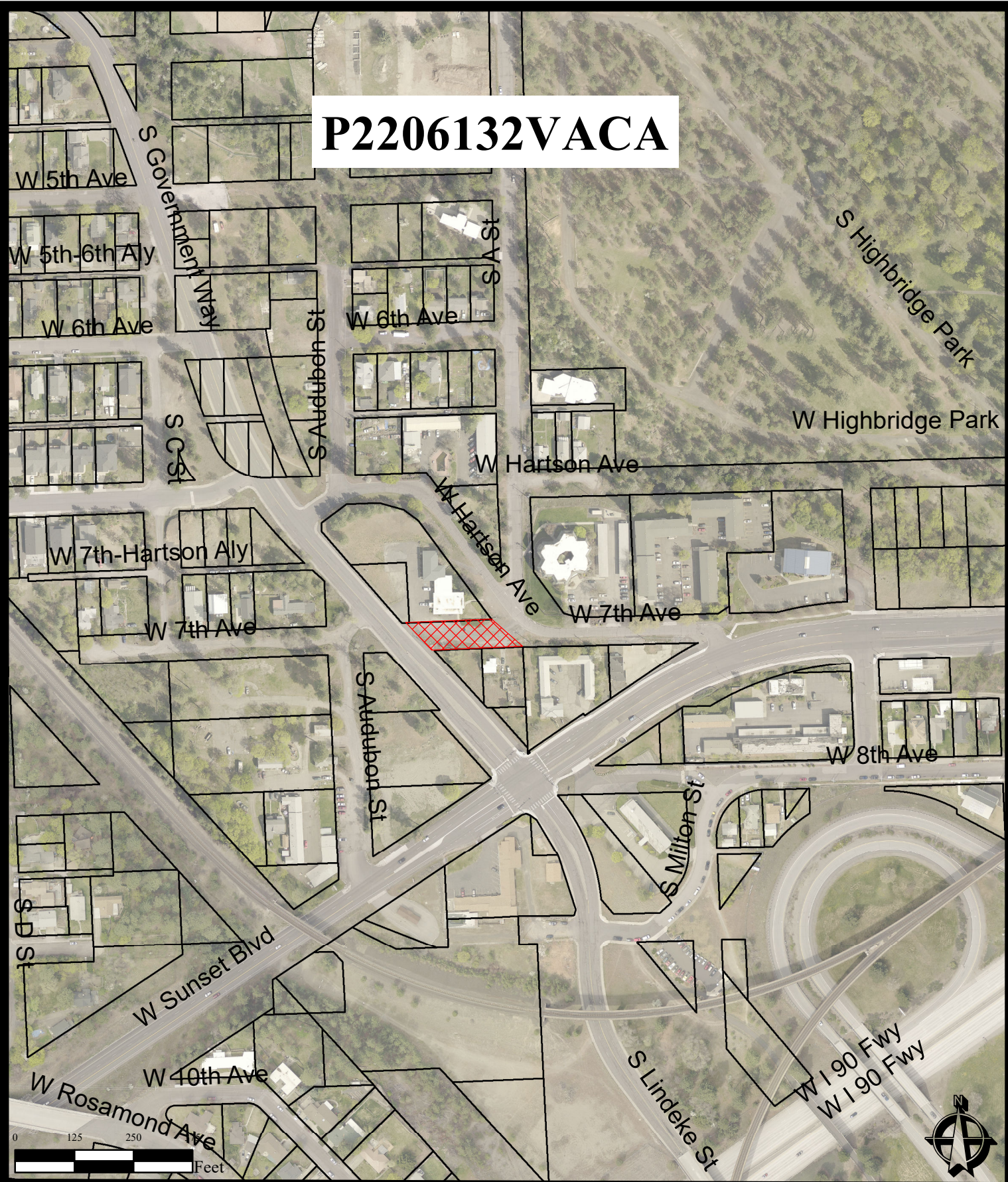
NOTE: THIS DRAWING DOES NOT REPRESENT A LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE STREET VACATION LOCATION.



STREET VACATION EXHIBIT:
 A PORTION OF 7TH AVENUE IN
 LEWIS & SHAW'S TERRACE PARK ADDITION
 NE 1/4, SE 1/4, SECTION 23,
 TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M.
 CITY AND COUNTY OF SPOKANE, WASHINGTON

DURYEY & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 21-3179

P2206132VACA



Right-of-way Description:
**A portion of 7th Ave east
of Government Way**

Legend

-  Proposed Vacation

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



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

ORDINANCE NO. C36348

An ordinance vacating a portion of 7th Ave east of Government Way and more particularly described below,

WHEREAS, a petition for the vacation of a portion of 7th Ave east of Government Way and more particularly described below, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That a portion of 7th Ave east of Government Way and more particularly described below, is hereby vacated. Parcel number not assigned.

That portion of 7th Avenue (formerly J Street) in Lewis and Shaw's Terrace Park Addition as filed in Volume A of plats at page 137, lying between Government Way on the West and Hartson Avenue (also known as Government Way) on the East, situate in the Northeast quarter of the Southeast quarter of Section 23, Township 25 North, Range 42 East, Willamette Meridian, Spokane County, Washington and being more particularly described as follows:

BEGINNING at the intersection of the East line of said Southeast quarter and the projected North line of Block 14 in said Lewis and Shaw's Terrace Park Addition; thence North 89E06' 51" West along the said projected North line and the North line of said Block 14, a distance of 182.20 feet to a point lying 22.0 feet Northeasterly of the existing face of curb when measured at right angles; thence, leaving said North line, North 40E19' 13" West, parallel with said existing curb line, a distance of 79.75 feet to a point on the South line of Block 1 in said Lewis and Shaw's Terrace Park Addition; thence South 89E06' 51" East along said South line, a distance of 171.59 feet to a point on the South line of Lot 12 in said Block 1 at the intersection of the Southwest line of

Hartson Avenue (Government Way) as conveyed to the City of Spokane by deed recorded under Auditor's File No. 520233; thence, leaving said South line, South 45E34' 32" East, a distance of 87.10 feet to the point of beginning. The hereinabove described portion of 7th Avenue contains 10,614 square feet or 0.244 acres, more or less.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Lumen, and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



CITY OF SPOKANE DEVELOPMENT SERVICES

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

STREET VACATION REPORT November 15, 2022

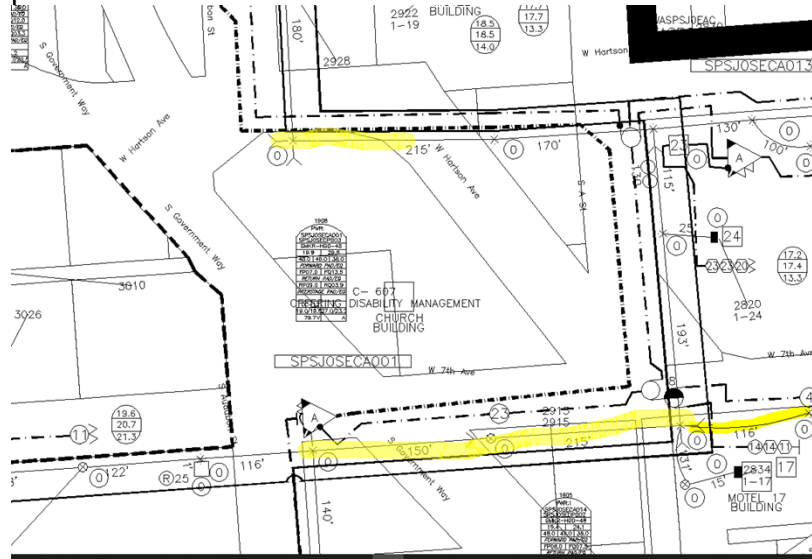
- LOCATION:** 7th Ave between the east line of Government Way and the west line of Hartson Ave.
- PROPONENT:** Catholic Charities
- PURPOSE:** To create a larger buildable footprint to accommodate a low-income housing development
- HEARING:** January 9, 2023
- REPORTS:**

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista currently has electric and gas facilities within the proposed vacation area, we would like to reserve a utility easement for our existing and future facilities. I attached a GIS map of our existing utility locations below, the green lines represent overhead electric and the blue lines represent gas.



COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing coax and fiber running down that alley. Comcast can't approve of this vacation due to us needing access to our plant.



EXTENET – Area is clear of Extenet utilities near S Government Way & W 7th Ave.

INLAND POWER – Inland Power & Light has no facilities with the proposed vacation area.

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen has buried fiber on the south side of 7th Ave so we will need to retain the easement.

PORT OF WHITMAN – It doesn't affect our infrastructure.

TDS TELECOM – TDS is good on the vacation

VERIZON/MCI Metro - Verizon/MCI metro do not have facilities in this area.

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the requested vacation.

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

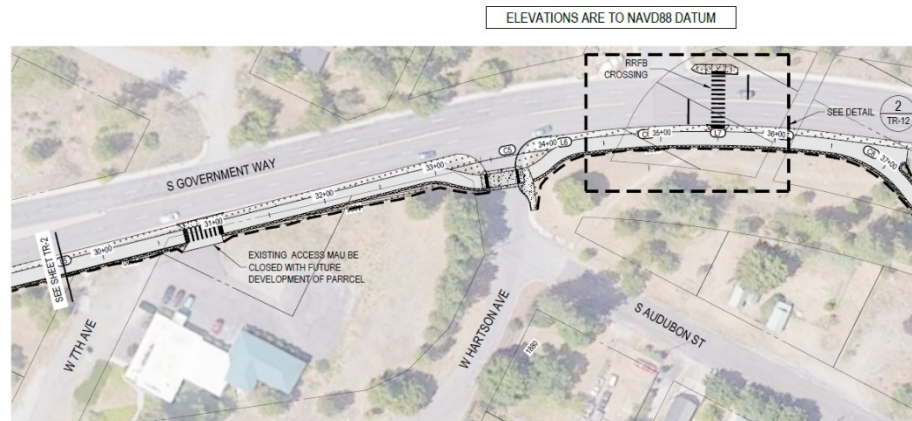
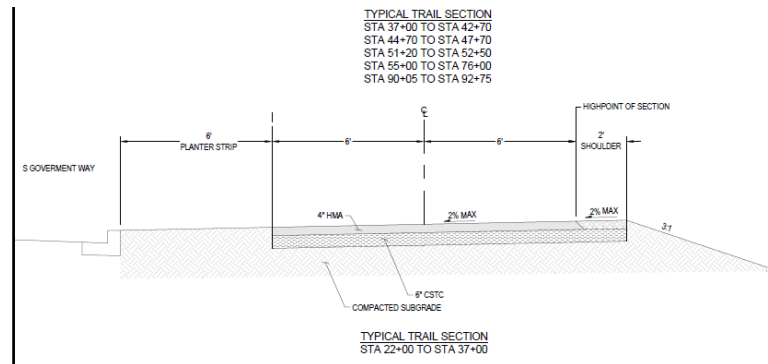
DEVELOPER SERVICES – CURRENT PLANNING – Since this is a commercial zone, Planning recommends that the City not vacate the ROW measuring 12' feet from the back of curb. This will ensure adequate space for required sidewalks and street trees as required by SMC 17C.120.230 for new development

DEVELOPER SERVICES - TRAFFIC – I have no issues or comments for this vacation.

FIRE DEPARTMENT - No comments

INTEGRATED CAPITAL MANAGEMENT – Based on the preliminary plans the improvements would go to 20' from back of curb. So I would ask for another 2' as a buffer. Let's say 22' from the curbline for the ROW along most of the frontage. I'd like a condition as part of that vacation that prohibits them from putting a driveway access to Government Way. We don't want additional trail conflicts.

We also show the trail alignment shifting a bit at Hartson. So we will need a bit more ROW in that corner.



NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns about this vacation.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No issues from 911 as long as access is maintained to this parcel at 2915 W 7th Ave.



STREET DEPARTMENT – The side adjacent to Government Way does not leave a clean right of way line for the existing path.

WASTEWATER MANAGEMENT - No comments

WATER DEPARTMENT - No comments

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

1. An easement as requested by Lumen, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.
2. If vacated, the City of Spokane will not permit any new driveway access onto Government Way.

3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$52,773.57 and is to be deposited to Budget Account #3200 49199 99999 39510.

Alternatively, the applicant has submitted a letter to City Council requesting that a no cost vacation be considered.

4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2023.

Eldon Brown, P.E.
Principal Engineer – Developer Services

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.

From: Wilkerson, Betsy
Sent: Mon, 31 Oct 2022 21:52:50 +0000
To: Johnson, Erik D.; Kinnear, Lori
Cc: Brown, Eldon
Subject: RE: City Council Sponsors

Yes, I can do that.

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Monday, October 31, 2022 1:45 PM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
Subject: FW: City Council Sponsors

Good afternoon,

Sorry to keep pestering you on this but we are still in need of Council Sponsors. Would you be willing to sponsor this item?

Thanks,
Erik

From: Johnson, Erik D.
Sent: Thursday, October 20, 2022 2:09 PM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
Subject: City Council Sponsors

Good afternoon,

Developer Services - Engineering needs to place an item on the schedule for the next committee meeting and are in need of City Council Sponsors.

Background

Catholic Charities has recently purchased the properties shown below in **green** and they would like to vacate the right-of-way approximately shown below in **Red** in order to accommodate a new low income housing development to be built across the site. Engineering has routed the vacation to all private franchised utility companies and City Departments and have compiled the responses into the attached report document.

The next step is to add this item to a committee meeting. Because this vacation is located within your district, would you be willing to sponsor this item?



Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV

☎ Office 509.625.6445 | Cell 509.995.0870 | edjohnson@spokanecity.org



Agenda Sheet for City Council Meeting of:
11/28/2022

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	\$	#

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 07.08.157 and 07.08.158; and amending sections 07.08.139, 08.01.160, 08.01.195 and 08.02.0206 of the Spokane Municipal Code.

WHEREAS, the City of Spokane desires to codify regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Spokane; and

WHEREAS, the City of Spokane desires to continue its long-term efforts to maintain healthy, vibrant and diverse neighborhoods within the City of Spokane; and

WHEREAS, the City of Spokane desires to balance the needs of landlords, tenants, and the City of Spokane to ensure a safe, healthy, and thriving rental housing market within the City's municipal boundaries; and

WHEREAS, providing housing for Spokane's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken for the mutual benefit of providers and consumers; and

WHEREAS, the City of Spokane desires to support increased housing security for current and future residents within the City of Spokane as a benefit to the overall public welfare of the City; and

WHEREAS, the City of Spokane desires 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 portable background checks, tenant relocation, and landlord mitigation programs; and

WHEREAS, Washington State law and the Spokane Municipal Code ("SMC") already require owners and operators of rental residential properties to secure a business license; and

WHEREAS, the City of Spokane desires to use the general fund revenue generated from general business licenses and unit fees connected to the residential rental business sector to invest in improvements in this sector which is likely to increase overall general fund revenues and support the public welfare of the City; and

WHEREAS, Washington State law and the SMC already authorize the City's Code Enforcement Department to inspect residential properties within the City for compliance with state and municipal safety and habitability standards with the consent of the resident or by court order; and

WHEREAS, the City of Spokane desires to provide additional resources to Code Enforcement for dedicated inspectors and to the Office of Civil Rights, Equity and Inclusion for a dedicated housing navigator to increase inspections, regardless of complaints, to identify and remedy unsafe and uninhabitable residential conditions regardless of a resident's willingness to risk making a formal complaint; and

WHEREAS, Washington State allows landlords to recover the cost of the first background check they secure but does not authorize them to charge a tenant for a second background check; and also allows for a portable background check option; and

WHEREAS, the City of Spokane desires to reduce the costs of background checks to tenants by supplying portable background checks at no cost to the landlord; and

WHEREAS, the City of Spokane desires to utilize funds authorized under SMC [Section 08.07C](#) to fund the housing related services of tenant relocation and legal services for qualified tenants; and

WHEREAS, the City of Spokane desires to utilize funds under SMC [Section 08.07C](#) to fund the housing related services of rental property damage mitigation for those landlords that work with programs that provide housing support to low income individuals.

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 purpose of this chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Spokane. It is the intent of the Spokane City Council to continue its long-term commitment to maintain healthy, vibrant and diverse neighborhoods within the City of Spokane. The regulations contained in this chapter balance the needs of all community members to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture that supplies the basic human need of adequate shelter. Providing housing for Spokane's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken to meet the shelter needs of City residents. This chapter attempts to ensure housing security for current and future residents and the owners of rental residential properties within the City of Spokane by providing clear expectations and bridging gaps that current state laws and market conditions have created.

- B. In an effort to discharge that responsibility, the Spokane City Council has determined that it is necessary to implement 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 portable background checks, tenant relocation, and landlord mitigation programs.
- C. Washington state law and the Spokane Municipal Code already require owners and operators of rental residential properties to secure a business license and the City of Spokane intends to use the revenues from those license fees that would otherwise accrue to the general fund to support tenants and landlords in specific initiatives that will benefit landlords and tenants and increase the supply of habitable residential rental housing.
- D. Washington Law and the Spokane Municipal Code already authorizes Code Enforcement to inspect residential properties within the City for compliance with state and municipal safety and habitability standards with the consent of the resident or by court order. The City intends to provide additional resources to Code Enforcement for dedicated inspectors to increase inspections regardless of complaints to identify and remedy unsafe and uninhabitable residential conditions regardless of a resident's willingness to risk complaining. The City further intends to provide resources to create a position of rental housing navigator to support landlords and tenants in resolving conflicts between each other and City administration in achieving the goals of this chapter.

Section 10.57.020 Business Licensing and Registration

- A. Pursuant to Chapter 08.01 SMC, owning, renting, or leasing real property located in the City of Spokane constitutes engaging in business in the City and requires an annual business license and registration.
- B. The annual fee for registering the activity of renting residential real property shall be the standard annual fee described in SMC 08.02.0206(A) plus an additional \$25 per residential rental unit per year for each residential rental unit owned by the same legal entity in excess of twenty-five residential rental units. Landlords offering below market cost rentals to low income tenants may seek a waiver of the \$25 annual fee by registering with the City's affordable rental housing incentive program that will be developed by the Department of Community, Housing and Human Services.
- 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 the 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. A property management company may apply for and secure the required business license on behalf of a residential rental property owner.

- D. Property owners or their property managers shall provide each tenant a digital link to a web page developed and hosted by the City of Spokane Office of Civil Rights Equity and Inclusion that includes a voter registration form, a change of address form, and a tenant information packet about tenant rights and responsibilities. The City shall to the extent reasonably possible make this web page language accessible for the languages most frequently spoken in Spokane.

Section 10.57.030 Record Maintenance

- A. Any entity or individual operating rental housing shall annually provide to the city through an online portal operated by Code Enforcement a comprehensive list of individual units under their ownership, including the relevant addresses, whether market rate or below market rate, and whether occupied or unoccupied.
- B. Any entity or individual operating rental housing shall maintain all move-in and move-out inspection records for at least three years.

Section 10.57.040 Landlord Walkthroughs and Inspections

- A. Prior to any rental occupancy, the landlord or owner or manager of residential rental real property shall self-inspect the unit ensuring it meets the requirements of applicable building and housing codes impacting health, safety, and livability.
- B. The owner of residential rental real property shall make all necessary repairs to keep the premises in habitable condition as defined by the Spokane Municipal Code before a tenant may occupy the unit.
- C. Execution of any rental agreement shall act as certification by the landlord or owner or manager of residential rental real property that all relevant state and municipal building and housing codes impacting health, safety, and habitability are met.

Section 10.57.050 Inspections

- A. The City of Spokane's Code Enforcement Department may conduct both periodic and cause-based inspections of all residential rental property that is subject to this chapter.

1. Periodic inspections: Subject to the limitations in RCW 59.18.125, the Director of Code Enforcement or designee may periodically select from registered properties containing rental housing units the properties to be inspected by Code Enforcement as long as the tenant of the residence consents or a lawful court-ordered warrant for inspection is secured. The property selection process shall be based on a methodology adopted by the Director that will further the purpose of this chapter. The inspection shall review for compliance with the following requirements of the building code and Chapter 59.18 RCW:
 - a. The minimum floor area standards for a habitable room as contained in the building code.
 - b. The minimum sanitation standards as contained in the building code.
 - c. The minimum structural standards as contained in the building code.
 - d. The occupancy standards as contained in the building code.
 - e. The minimum heating standards as contained in the building code.
 - f. The minimum ventilation standards as contained in the building code.
 - g. The minimum electrical standards as contained in the building code.
 - h. The minimum standards for emergency escape window and doors as contained in the building code and fire code.
 - i. The requirements for garbage and debris removal as contained in the building code.
 - j. The requirement to provide and test smoke alarms and carbon monoxide alarms as contained in the building code.
 - k. The requirements regarding fire sprinkler or fire alarm systems (if any) required by the building code.
 - l. The requirements regarding passive fire resistive construction components contained in the building code.
 - m. The requirements related to fitness for human habitation as set forth in RCW 59.18.060.

2. In addition to periodic inspections, the Code Enforcement department is also authorized to conduct the cause-based inspections, including those provided for under RCW 59.18.115.
- B. No fees shall be assessed to landlords or tenants for the inspections authorized in this section.
- C. Code Enforcement may utilize the additional financial resources secured under this chapter to:
1. Create dedicated inspector positions for residential rental housing;
 2. Transfer funds to the Office of Civil Rights, Equity and Inclusion for a dedicated position of a Rental Housing Navigator to serve as a resource for tenants and landlords to provide education, connect landlords and tenants to resources, and assist in navigating City policies and procedures; and,
 3. To develop and maintain the rental registry described in SMC 10.57.030.

Section 10.57.060 Disclosures

- A. Prior to entering into a lease or rental agreement, the landlord, owner or manager of residential rental real property must disclose to prospective tenants whether the unit has had a history of mold, any remediation, and whether the landlord has been informed by past tenants of any health concerns related to mold.
- B. The landlord or owner or manager of residential rental real property must promptly disclose to tenants when a unit they are renting is part of a building or parcel that has been listed for sale, and in the event that the property is sold, the landlord or owner or manager of residential rental real property must provide all contact information for the new owner(s) to the tenants.
- C. The landlord or owner or manager of residential rental real property must disclose any known history of methamphetamine manufacturing on the premises.

Section 10.57.070 Portable 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 and provides an important benefit to both landlords and tenants.

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.
3. The intent of this section is consistent with RCW 59.18.257 to support landlords getting the data they need to make an informed decision about a prospective tenant at no cost to the landlord and in compliance with state law, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

B. Portable background and credit checks program.

1. The City of Spokane's department of Code Enforcement is authorized to publish a request for qualifications ("RFQ") from consumer reporting agencies that have the capability to provide certified portable background and credit checks.
2. The content of the background and credit report must comply with state and federal laws and housing requirements, including guidance from the federal government on criminal background checks, and would be decided by the Spokane City Council upon the recommendation of an advisory group that must include representatives from landlord, tenant and social services housing organizations.
3. All portable background and credit checks conducted under this section shall be valid for at least ninety (90) days from the date of issuance.
4. The City of Spokane and its agents shall have no right to access the information included in a portable background check unless provided to them by the prospective tenant subject of the report.
5. Prospective tenants are responsible for paying the fee for the creation of the portable background and credit check and landlords cannot be charged for it. Landlords cannot charge tenants an additional fee for accessing the check.
6. Landlords that accept a portable background check pursuant to RCW 59.18.257(1)(iv) may not charge a tenant for a second background and credit screening service.
7. 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 10.57.080 Residential Rental Property Mitigation Program.

- A. The department of Community, Housing and Human Services is authorized to 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 where damage occurs through no fault of the landlord.
- B. 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.
- C. The department of Community, Housing and Human Services 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.
- D. The City may contract with another entity to administer its Residential Rental Property Mitigation Program.

Section 10.57.090 Legal Services and Relocation Program

- A. City of Spokane is authorized to use monies from the Legal Services and Relocation Fund to contract with another entity to provide attorney services for tenant legal services and mediation costs, with a focus on habitability and violations of the Chapter 59.18 RCW - Residential Landlord Tenant Act ("RLTA"). The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees. Legal fees from successful representation would be used to sustain the attorney(s) and associated costs for the long term.
- B. The City is further authorized to use monies from the Legal Services and Relocation Fund to contract with another entity to use the fund to provide immediate relocation funds to tenants living in rental units that in the reasonable judgment of the attorney described in Section A are below the standards of habitability and likely to be able to recover relocation funds from their landlord, which will reimburse the fund.
- C. Minimum program requirements:
 - 1. A program that focuses on pursuing legal remedies for rental housing units that clearly fall below standard of habitability defined in the Spokane

Municipal Code and/or violate the RLTA in consultation with Code Enforcement.

2. A program that provides prompt relocation funds from City directly to the tenant once it appears to the attorney described in Section A that a landlord is more likely than not to be held liable under state law and then collects from the landlord and any settlement funds as first priority a reimbursement to the relocation funds advanced and any attorney fees that could be used to fund the attorney positions in the future.
3. A program that builds increased capacity for these services, including education and outreach.

Section 10.57.101 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 protection against retaliation, and the City of Spokane intends for its code 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 10.57.110 Penalties

A. Any violation of Chapter 10.57 is a class 1 infraction.

B. For each subsequent violation by a person, the classification of infraction advances by one class. For each subsequent class 1 violation of the same prohibited activity after the first violation, the code enforcement officer and court

(in the case of contested case hearings) are authorized to double the penalty imposed.

Section 10.57.120 Appeals

- A. General. Appeals of registration denials, revocations, or suspensions; other final, written decisions or determinations made by the director under this chapter; and the written findings of an inspection by a city building code enforcement officer relative to the application and interpretation of this code (i.e., decisions) may be appealed to the hearing examiner by filing a notice of appeal in the form specified in subsection (B) of this section at the city of Spokane permit center and paying the applicable appeal fee within 14 days of issuance of the decision.
- B. Form of Notice of Appeal. A person appealing a decision must pay the applicable appeal fee and submit a completed notice of appeal which sets forth:
 - 1. The decision being appealed and the date it was issued;
 - 2. Facts demonstrating that the person is adversely affected by the decision;
 - 3. A statement identifying each alleged error in the decision;
 - 4. The specific relief requested; and
 - 5. Any other information reasonably necessary to make a decision on the appeal.
- C. No suspension or revocation of a registration issued pursuant to the provision of this chapter shall take effect until 14 days after the mailing of the notice thereof by the department and, if appeal is taken as herein prescribed, the suspension or revocation shall be stayed pending final action by the hearing examiner.
- D. The decision of the hearing examiner shall be final. The owner and/or the department may seek review of the decision by the superior court of Washington in and for Spokane County within 21 days from the date of the decision. If review is sought as herein prescribed, the suspension or revocation shall be stayed pending final action by the superior court.
- E. Upon revocation or suspension of any registration as provided in this chapter, no portion of the registration fee shall be refunded.

Section 10.57.115 Consistency with Chapter 59.18 RCW

The provisions of this chapter shall be interpreted and enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

Section 10.57.120 Immunity, no warranty by city, and no private right of action

The purpose of this chapter is to promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of an owner, landlord, inspector, or other individual to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees. By enacting and undertaking to enforce this chapter, neither the city, its agents or employees, nor the city council warrant or guarantee the safety, fitness or suitability of any dwelling in the city or any unit inspected under this program. Owners, landlords, and occupants shall take whatever steps they deem appropriate to protect their interest, health, safety and welfare. Nothing contained in this chapter is intended to create a private right of action.

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 seventy percent of all business registration fees received by the City that include at least one registration for a residential rental unit, including any annual per residential rental unit fees.
- 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 and per residential rental unit fees in Section A shall be used exclusively to fund the rental registry and the expenses related to the investigation, enforcement and housing navigation services related to the state and municipal laws related to the habitability and safety of residential rental units and laws governing the relationships between landlords and tenants for properties located within the City of Spokane.

Section 3. That there is enacted a new section 07.08.157 of the Spokane Municipal Code to read as follows:

Section 07.08.157 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 10% of fees from business licenses that have at least one listed residential rental property.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs 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 where damage occurs through no fault of the landlord. as established by SMC 10.57.080. 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, including an initial investment of startup money.

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 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 07.08.158 of the Spokane Municipal Code to read as follows:

Section 07.08.158 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 two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program.
- 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 registration that owns in excess of twenty-five real property residential rental units must pay an additional fee of \$25 per unit per license year subject to the exception at Section 08.02.0206(F).
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- K. 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).

- L. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.
- M. 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%.

Section 8. Severability.

Any portion of this ordinance that is determined by a competent adjudicator to be illegal or pre-empted shall be severed from this law and the balance of the law preserved.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	ORD C36356
Renews #	
Cross Ref #	SMC 13.04.2002
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CORIN MORSE 5096256855
Contact E-Mail	CMORSE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	REVISION TO SMC 13.04.2002: BASIC WATER SERVICE CHARGE

Agenda Wording
Customers would now be charged the basic water service charge when water is available, whether water is turned on or not.

Summary (Background)
Utility Billing launched a new billing system as of Nov 2022. The system is designed to charge a basic water service charge whenever there is water service available. In the old system, UB had the ability to turn on & off rates for temporary needs such as customers moving south for the winter, repairs, inspections, etc. The impact is to approx. 765 customers who will have the service charge turned back on as of March 1 and ongoing.

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

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session\Other	PIES 1/30
Division Director	FEIST, MARLENE	Council Sponsor	CM's Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	cmorse@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	mfeist@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Corin Morse, Utilities Billing and Collections Manager
Contact Email & Phone	cmorse@spokanecity.org
Council Sponsor(s)	Council Member Kinnear and Council Member Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Revision to SMC 13.04.2002: Basic Water Service Charge
Summary (Background)	<p>Utility Billing launched a new billing system as of Nov 2022. The system is designed to charge a basic water service charge whenever there is water service available. In the old system, UB had the ability to turn on & off rates for temporary needs such as customers moving south for the winter, repairs, inspections, etc.</p> <p>The impact is to approx. 765 customers who will have the service charge turned back on as of March 1 and ongoing. The 2023 monthly charge for residential inside city for 2023 is \$18.76 and for outside city residential, the monthly charge is \$28.14.</p> <p>Customers impacted by this charge will receive a notification in advance of receiving the charge.</p> <p>Customers would now be charged the basic water service charge when water is available, whether water is turned on or not.</p>
Proposed Council Action	February 13, 2023
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	Utility Billing will no longer turn off service charge as a temporary courtesy.
	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?

The service charge would be charged consistently and fairly across all customers.

ORDINANCE NO. C36356

AN ORDINANCE relating to the Water Department and Water Rates, amending SMC Sections 13.04.2002 and 13.04.2012 of chapter 13.034, of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 entitled "City Residence Rates" is amended as follows:

Section 13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or ~~((reflected as on in the records of the City of Spokane utilities billings office))~~ water is available to the property shall be:

a.

2021	2022	2023
\$17.72	\$18.23	\$18.76

- a. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088
Greater than 4,500	\$1.5435	\$1.5883	\$1.6344

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water ~~((is shut off at the City valve))~~ service is disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2012 entitled "City Residence Rates" is amended as follows:

13.04.2012 Outside City Residence Rates

- A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or ~~((reflected as on in the records of the City of Spokane utilities billings office))~~ water is available to the property shall be:

2021	2022	2023
\$26.58	\$27.35	\$28.14

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.5073	\$0.5220	\$0.5371
Greater than 600 up to 1,200	\$1.0735	\$1.1046	\$1.1366
Greater than 1,200 up to 2,500	\$1.4441	\$1.4860	\$1.5291
Greater than 2,500 up to 4,500	\$1.8540	\$1.9077	\$1.9631
Greater than 4,500	\$2.3153	\$2.3824	\$2.4515

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is ~~((shut off at the City valve))~~ disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
 1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services;
and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance shall take effect and be in force on _____, 2023.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/27/2023

Date Rec'd

2/15/2023

Clerk's File #

ORD C36360

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**TIMOTHY 625-6218
SZAMBELAN**Project #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 MCIMETRO ACCESS TRANSMISSION SERVICE FRANCHISE

Agenda Wording

An ordinance granting MCImetro Access Transmission Service LLC, d/b/a Verizon Access Transmission Services a new franchise agreement to operate telecommunications operations in City's right of way.

Summary (Background)

MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services is a Delaware Limited Liability Corporation company based in Basking Ridge New Jersey. MJ 07920. MCImetro is a registered as a limited liability company with the Washington State Secretary of State to operate in the State of Washington as a telecommunications company.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

PIES 01/30/2023

Division Director**Council Sponsor**

CP Beggs / CM Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

SZAMBELAN, TIMOTHY

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For the Mayor

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Additional Approvals

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Purchasing

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lsmithson@spokanecity.org

MCIMETRO ACCESS TRANSMISSION SERVICE, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36360

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to MCImetro Access Transmission Services LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures, and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure, or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances, or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and MCI metro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is One Verizon Way, Basking Ridge NJ 07920. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

MCImetro Access Transmission Services LLC
d/b/a Verizon Access Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

With a copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005
Re: City of Spokane WA Telecommunications (noncable) Franchise

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Dina Dye, phone: 972-457-8337; email: Dina.Dye@verizon.com.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for two (2) additional five (5) year periods (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction, and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days

of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee does not currently have, nor has any plans to have, any Facilities that are subject to SMC 17C.355A Wireless Communication Facilities. Provided, however, that if Grantee did at some time have Facilities subject to SMC 17C.355A Wireless Communication Facilities, then the Grantee would be subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or

equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated, and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable. The City shall provide written explanations of the denial of access and allow Grantee to make corrections to accommodate the concerns where possible.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support

incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole. The City shall execute a pole attachment agreement with the Grantee prior to attaching.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish certificate of insurance as evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics, and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee

may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors, or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose

behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council _____, 2023.

MAYOR

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2023.

I, Dina Dye, am the Senior Manager – Network Regulatory/Real Estate of MCImetro Access Transmission Services LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of MCImetro Access Transmission Services LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2023.

Witness: _____

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

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	ORD C36361
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	TIMOTHY 625-6218 SZAMBELAN
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0500 FATBEAM LLC FRANCHISE

Agenda Wording

An ordinance granting Fatbeam LLC a franchise agreement to operate telecommunications operations in City's right of way.

Summary (Background)

Fatbeam LLC is a Washington State Limited Liability Corporation company and has its home office in Coeur d' Alene, Idaho. Fatbeam is registered as a limited liability company with the Washington State Secretary of State to operate in the State of Washington as a telecommunications company.

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

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

Approvals		Council Notifications	
Dept Head	PICCOLO, MIKE	Study Session\Other	PIES 01/30/2023
Division Director		Council Sponsor	CP Beggs / CM Kinnear
Finance	BUSTOS, KIM	Distribution List	
Legal	SZAMBELAN, TIMOTHY	msloon@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mfeist@spokanecity.org	
Additional Approvals		lmartinez@spokanecity.org	
Purchasing		brent.byrd@fatbeam.com	
		kbustos@spokanecity.org	

FATBEAM LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36361

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Fatbeam LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Fatbeam LLC., as Grantee, hereafter also "Grantee". Grantee is a Washington Limited Liability Company whose home office is 2065 West Riverstone Drive, Suite 202. Coeur d' Alene, ID 83814. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Fatbeam LLC.
2065 West Riverstone Drive, Suite 202
Coeur d' Alene, ID 83814
regulatory@fatbeam.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Regulatory & : (509)344-1008; email: regulatory@fatbeam.com

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering

officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past-five years,

Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort

to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51

RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the

Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2023.

MAYOR

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2023.

I, _____, am the _____ of Intermountain Fatbeam LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Fatbeam LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2023.

Witness: _____



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	ORD C36362
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN DUVALL X6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0470 - CANNON STREETCAR SUBURB HISTORIC DISTRICT OVERLAY ZONE ORDINANCE

Agenda Wording

An ordinance creating an historic overlay zone on the official zoning map for the Cannon Streetcar Suburb Historic District.

Summary (Background)

The ordinance (SMC 17D.100.290) creating the Cannon Streetcar Suburb Historic District Overlay Zone has gone through the Plan Commission hearing process as well as review by the Spokane Historic Landmarks Commission. The Plan Commission process included a workshop and a final hearing on January 25, 2023 as well as submittal to the Department of Commerce and a SEPA document.

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

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

Approvals

Dept Head	DUVALL, MEGAN
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 2/13/23
Council Sponsor	CP Beggs, CMs Kinnear & Wilkerson

Additional Approvals

Purchasing	rbenzie@spokanecity.org
	smacdonald@spokanecity.org
	sgardner@spokanecity.org

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Kinneer, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Cannon Streetcar Suburb Historic District Overlay Zone Ordinance
Summary (Background)	<p>In 2015, the Cliff-Cannon Neighborhood Council (CCNC) started a conversation with the City’s Historic Preservation Office (HPO) to create a means to better protect the historic character of the neighborhood. While parts of Cliff-Cannon have been listed as a National Register Historic District since 1979, that designation does not offer the protection against demolition and general character-defining features of the neighborhood that a listing on the Spokane Register would. The CCNC decided to pursue a Spokane Register of Historic Places historic district overlay zone to both offer protection of historic resources through design review, while at the same time, provide incentives to property owners who significantly improve historic properties.</p> <p>In order to create a large historic district, the SMC 17D.040 (Historic Preservation Ordinance) needed to be revised to allow for district creation through a vote of property owners within the proposed district. The ordinance revision passed City Council in February of 2018 and a new Historic Preservation chapter (SMC 17D.100) has been implemented. In fall of 2019, after receiving over 50% affirmative vote from property owners, the <i>Browne’s Addition Historic District Overlay Zone</i> (SMC 17D.100.280) was recommended for passage by the Spokane Plan Commission and subsequently passed by the Spokane City Council. The process followed in the Browne’s Addition effort was closely followed for the district in lower Cliff-Cannon.</p> <p>The HPO received a grant in June of 2019 to fund the creation of the Cannon Streetcar Suburb Historic District. The grant funded the work to produce the three documents necessary for the formation of a local historic district in the lower South Hill neighborhood of Cliff-Cannon – a nomination form, resource forms for each property within the district, and design standards and guidelines for the district. Those documents were created internally by HPO staff.</p> <p>The documents have been reviewed and approved by a unanimous vote of the Spokane Historic Landmarks Commission at a public hearing (12/21/22):</p> <ul style="list-style-type: none"> • Cannon Streetcar Suburb Local Historic District Spokane Register Nomination Form • Cannon Streetcar Suburb Local Historic District Resource Forms • Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines

The Cannon Streetcar Suburb Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission in making decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to ensure the long-term preservation of a property's significance through the preservation of historic materials and features. After the receipt of a CoA, the property owner must still obtain a building permit from the Developer Services Center (DSC).

The ordinance creating a new section of SMC 17D.100.290 for the Cannon Streetcar Suburb Historic District Overlay Zone is attached.

Balloting Process and Results:

On September 14, 2022, the HPO mailed out 577 ballots to 493 property owners within the proposed boundaries of the Cannon Streetcar Suburb Historic District (some property owners own more than one parcel and are provided a vote for each developable parcel, as well as a ballot for all condominium owners). The ballot and letter are included in the attachments. Balloting closed on November 14, 2022. The results of the ballot were presented to the SHLC at their November 16, 2022 meeting where a public hearing was opened for the review of the Cannon Streetcar Suburb Historic District. The results are as follows:

- **391** total ballots were returned to the HPO
- **324 YES** votes to form the district
- **67 NO** votes to not form the historic district
- **186** votes *were not returned* and are counted as *NO* votes
- **Overall, 56.1% of the TOTAL property owners were in favor of the creation of the Cannon Streetcar Suburb Historic District** (exceeding the 50% + 1 required by SMC 17D.100.100)
- **68%** of the ballots were returned (391 of 577)
- Of those returning ballots, **82.8%** were in favor of the district creation (324 of 391)

Plan Commission Results:

The Plan Commission concluded that the proposed ordinance, including the proposed formation of the Cannon Streetcar Suburb Local Historic District Overlay Zone and adoption of the design standards and guidelines (SMC 17D.100.290), was consistent with provisions of Chapter 17D.100 previously enacted by the City Council pursuant to Ordinance No. C-35580 and the Comprehensive Plan amendment procedure outlined in SMC 17G.025.010.

By a vote of 9 – 1, the Plan Commission recommends to the City Council the approval of the proposed ordinance relating to the adoption of SMC 17D.100.290 regarding the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines. *(Findings from Plan Commission will be included in the final packet submitted into Onbase)*

<p>Proposed Council Action & Date:</p>	<p>Approval of the Cannon Streetcar Suburb Historic District Overlay Zone Ordinance (17D.100.290). First reading: February 27, 2023; Final reading March 6, 2023</p> <p>17G.025.010 G. Approval Criteria.</p> <p>The City may approve amendments to this code if it finds that:</p> <ol style="list-style-type: none"> 1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and 2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment. <p><u>Staff commentary:</u></p> <p>Under the Growth Management Act (GMA), development regulations must be consistent with and implement comprehensive plans. WAC 365-196-800. In this context, “implement” connotes that the regulations must be of sufficient scope to fully carry out the goals, policies, standards and directions contained in the comprehensive plan. <i>Id.</i></p> <p>Staff believes that the proposed amendment to the City’s development regulations is consistent with and will implement the Comprehensive Plan goals and policies referred to in the “Alignment with Comprehensive Plan” section included below.</p> <p>Further, the proposed amendment <i>bears a substantial relation to...the protection of the environment</i> – in this case, the historic character of a neighborhood or district would fall under the environment. Historic and Cultural Preservation is included as one of the “Environmental Elements” in the SEPA Checklist – in this case, question #13.</p> <p>In SMC 17E.050.220 we adopt the state’s definition of “environment.” The code provides a reference to the state code WAC 197-11-740 which directs you to WAC 197-11-444 for a list of elements that make up the environment. One of those elements is (2)(b)(vi) “historic and cultural preservation.”</p>
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Certified Local Government Grant - \$21,000 FFY2019</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Review fees will generate revenue. Design review fees are \$25 Administrative review; \$75 Landmarks Commission review; \$150 review fee for Special Valuation Tax Incentive (residential).</p>	
<p>Operations Impacts</p>	<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>While the lower south hill neighborhood contains a mix of multi-family and single-family properties, there is not a specific impact to historically excluded communities. Creation of local historic districts does not discourage infill, however, the Landmarks Commission will review new construction within the neighborhood for compatibility with the historic nature. Designation can also be a tool toward maintaining existing housing that serves some of our lowest-income neighbors.</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?

That data is not something that is collected by the Historic Preservation Department.

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

Effectiveness of the local historic district will be judged by the property owners who have requested the district to be created. Is the design review process easy to navigate? Is the decision-making fair and impartial? Has the character of the neighborhood been protected? Is the new construction compatible with the historic neighborhood?

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

This proposal touches on multiple chapters of the Comprehensive Plan. Pertinent Goals and Policies, in order of appearance in the Plan:

[Chapter 2: Implementation](#)

2.1 Carrying Out the Plan

Historic Preservation

The Comprehensive Plan recognizes the high value that citizens place on historic resources in Spokane. Policies express public desires regarding their preservation and how to manage changes to these resources as they are impacted by new development. Historic properties can range from individually listed commercial, governmental, or residential buildings to historic districts in both neighborhood and commercial areas. A number of implementation tools are already in place. The Spokane Register of Historic Places lists significant properties over 50 years old that meet specific criteria, with the consent of the owner. Following designation on the register, through a contract with the owner, properties are subject to design review by the Spokane Historic Landmarks Commission using federal rehabilitation standards, known as the Secretary of the Interior's Standards for Rehabilitation.

To encourage compliance, incentives are available for privately owned historic properties. Those incentives include the Federal Investment Tax Credit, which provides an income tax reduction for National Register listed, income-producing properties that have undergone a substantial rehabilitation; local Special Valuation, which reduces property tax; local Building Code Relief, which may allow deviation from building code requirements that directly impact important historic features of listed buildings; and the option of the donation of a Facade Easement, which may provide a one-time Federal Income Tax deduction based on the value of the donation.

A database of information of identified and potentially historic properties is also available and can be used as a planning tool by local government, developers, and elected officials to make informed decisions about actions that could affect historic resources.

[Chapter 3: Land Use](#)

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 2.2 Performance Standards

Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.

Discussion: Performance and design standards should address, among other items, traffic and parking/loading control, structural mass, open space, green areas, landscaping, and buffering.

In addition, they should address safety of persons and property, as well as the impacts of noise, vibration, dust, and odors. An incentive system should be devised that grants bonuses, such as increased building height, reduced parking, and increased density, in exchange for development that enhances the public realm.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

Chapter 6: Housing

H 2.3. Housing Preservation

Encourage preservation of viable housing.

Discussion: Housing that is susceptible to redevelopment is often serving lower income households and is an important part of the housing mix within the city. Future sub-area plans should preserve existing viable housing outside of designated center or corridor environments where redevelopment and intensification are encouraged. Often the housing that is destroyed cannot be replaced by new housing elsewhere at the same cost level. Sub-area plans should permit the transfer of unused development rights from low-income housing to eligible sites elsewhere in the planning area or the city as a preservation strategy.

Information about soon-to-be-demolished housing should be made available to the public, such as on the internet, so that concerned housing-related groups can determine if there are alternatives to demolition when the structure is worth preserving. Options might include purchase of the property or relocation of the housing.

Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

Discussion: Landmarks are structures or sites that provide focal points of historic or cultural interest. Preservation of them, even when not located within historic districts, celebrates the uniqueness of the particular area. Development that is compatible with and respects these landmarks enhances the richness and diversity of the built and natural environments while reinforcing the landmark structures and sites.

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Discussion: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.7 Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.

Discussion: Designated historic districts are unique areas that play a special role in preserving Spokane's character. Each tells a particular story which is illustrated by a set of identified, contributing historic resources. These areas are often catalysts for redevelopment and revitalization. The character of historic districts is fragile and can be lost through large scale change or the cumulative effects of smaller changes. The relationship between historic buildings, streetscapes, and landscape features within historic districts helps define the historic character and should be considered when planning or permitting development or infill. Those areas that have been designated as local historical districts and sub-areas or special areas, such as centers and corridors and downtown Spokane, may need specific guidelines that supplement and augment the citywide general guidelines if it is determined that this is feasible or desired. Local input and the existing characteristics of an historic district or sub-area are the basis for design guidelines used for the evaluation of specific projects in that particular area.

DP 2.8 Design Review Process

Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve design performance that meets or exceeds citizens' quality of life expectations.

Discussion: The Design Review process is an opportunity for board members, citizens and staff to identify the valued features of the surrounding district or neighborhood. Board discussion and recommendations should help ensure that new developments will be sensitively designed to protect these characteristics. In addition, the Design Review process should reference any adopted district plans in order to help ensure that new development can be designed to benefit from, and contribute to, the district's potential. Design guidelines provide the direction needed to reach design solutions that meet the intent of the Comprehensive Plan, adopted plans, and adopted codes.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

Discussion: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

DP 3.1 Historic Preservation

Establish historic preservation as a high priority within city programs.

Discussion: Historic preservation has traditionally received less funding and fewer resources than any other city department. An increase in funding and an accompanying increase in connecting preservation with city functions of economic development and planning ensures that these policies are enacted. Well-funded and staffed historic preservation programs result in measurable economic development and community revitalization.

DP 3.3 Identification and Protection of Resources

Identify historic resources to guide decision making in planning.

Discussion: Historic inventories and registers are the foundation of good community planning. Maintain an inventory of historic properties and the Spokane Register of Historic Places and continue to nominate historic properties to the local, state, and national historic registers.

DP 3.4 Reflect Spokane's Diversity

Encourage awareness and recognition of the many cultures that are an important and integral aspect of Spokane's heritage.

Discussion: Historic preservation must reflect the diversity of Spokane's past. The city must be proactive in including the many cultures and traditions of Spokane's heritage in historic preservation planning and activities.

DP 3.5 Landmarks Commission

Maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation.

Discussion: The City of Spokane and Spokane County established the Landmarks Commission in 1981 to advise them in matters of historic preservation. Their link with other government processes needs to be strengthened. More effort is needed to seek the counsel of the Landmarks Commission before decisions are made.

DP 3.9 Redevelopment Incentives

Provide incentives to property owners to encourage historic preservation.

Discussion: Incentives play an important role in encouraging the preservation and reuse of historic buildings, and maximizing substantial economic and quality of life benefits. The city should retain existing local incentives (historic designation, specialized technical Design Review assistance, Special Valuation, a historic marker program, conditional use permits, and fee waivers) and look for new ways to encourage preservation with incentives.

DP 3.10 Zoning Provisions and Building Regulations

Utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures.

Discussion: Regulations are tools that can and should be used to promote preservation and renovation rather than demolition. City Departments such as Building, Planning and Development, Engineering, Parks and Recreation, and Streets should include Historic Preservation in their plans, policies, regulations, and City of Spokane Comprehensive Plan operations. Examples include retaining favorable zoning options (Historic Conditional Use Permits and Historic District Overlay Zones) and encouraging the use of form-based codes and special building codes like the historic building

sections of the International Building Code (IBC) and International Existing Building Code (IEBC) in development projects involving historic properties and historic districts.

DP 3.13 Historic Districts and Neighborhoods

Assist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment.

Discussion: Identifying the social and cultural resources of an area is necessary for protection and guides decision making in resource planning and management, and environmental review. The conservation of neighborhoods of historic character, preservation of historically significant resources, and their inclusion into historic districts are encouraged. Outstanding historic structures should be preserved when neighborhoods are redeveloped and rehabilitated.

DP 5.1 Neighborhood Participation

Encourage resident participation in planning and development processes that will shape or re-shape the physical character of their neighborhood.

Discussion: It is in the best interest of the broader community to maximize the desirability and stability of the city's individual neighborhoods. Neighborhood residents are the best equipped to determine what neighborhood design details and elements represent the particular characteristics of their specific area. As an example, residents are able to identify neighborhood features that are valued so they can be protected or enhanced as changes occur. This might include new development subject to review by the Design Review Board or updates to codes and policies that may affect a neighborhood.

Chapter 11: Neighborhoods

N 2.4 Neighborhood Improvement

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

N 6.1 Environmental Planning

Protect the natural and built environment within neighborhoods.

Discussion: Efforts must continue to be made to preserve the environment when introducing new projects into established neighborhoods, when developing new neighborhoods, and as a daily exercise in maintaining a clean living environment for health, safety, and aesthetic purposes.

(Staff comment: Additionally, the maintenance and refurbishment of existing historic buildings decreases overall negative impacts to the natural environment by limiting embodied carbon emissions)

Chapter 13: Local Government and Citizenship

N 2.4 Neighborhood Improvement

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Attachments:

1. 17D.100.290: Cannon Streetcar Suburb Historic District Overlay Ordinance
2. Spokane Historic Landmarks Findings of Fact (12/22/22)
3. Plan Commission Findings of Fact, Conclusions, and Recommendation (1/30/23)
4. Cannon Streetcar Suburb Historic District Standards and Guidelines
5. Public Comment

Attachment #1:
SMC 17D.100.290
Cannon Streetcar Suburb
Overlay Zone Ordinance

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.290.

WHEREAS, the City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, the Cliff-Cannon Neighborhood Council contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Historic Preservation Office applied for and received a grant from the Department of Archaeology and Historic Preservation to create the documents required to form the Cannon Streetcar Suburb Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Spokane City/ County Historic Preservation Office conducted outreach efforts including a regularly updated website with all documents and information about the district, multiple presentations, three workshops, a survey, and direct feedback from property owners; and

WHEREAS, a committee of engaged property owners within the boundaries of the district came together to strategize their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Streetcar Suburb Local Historic District Nomination form, Cannon Streetcar Suburb Local Historic District Inventory Resource Forms, and Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Streetcar Suburb Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, 56.1% of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Streetcar Suburb Local Historic District Overlay Zone (324 “YES” votes out of 577 possible votes which exceeds the 50% +1 required by SMC17D.100.100B); and

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.290 to Chapter 17D.100 SMC to read as follows:

17D.100.290 Cannon Streetcar Suburb Local Historic District Overlay Zone

A. Purpose.

This special overlay zone establishes a local historic district in Cliff-Cannon under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.

Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.

1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under

Title 17C. See the Cannon Streetcar Suburb Local Historic District Overlay Zone Map 17D.100.290-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Streetcar Suburb Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
 - a. District-wide design standards and guidelines,
 - b. Specific design standards and guidelines for single-family contributing structures,
 - c. Specific design standards and guidelines for multi-family contributing structures,
 - d. Specific design standards and guidelines for non-contributing structures,
 - e. Design standards and guidelines for new construction, and
 - f. Demolition review criteria for properties within the district.
2. The Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Streetcar Suburb Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific

rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential

form and integrity of the historic property and its environment would be unimpaired.

- B. The Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

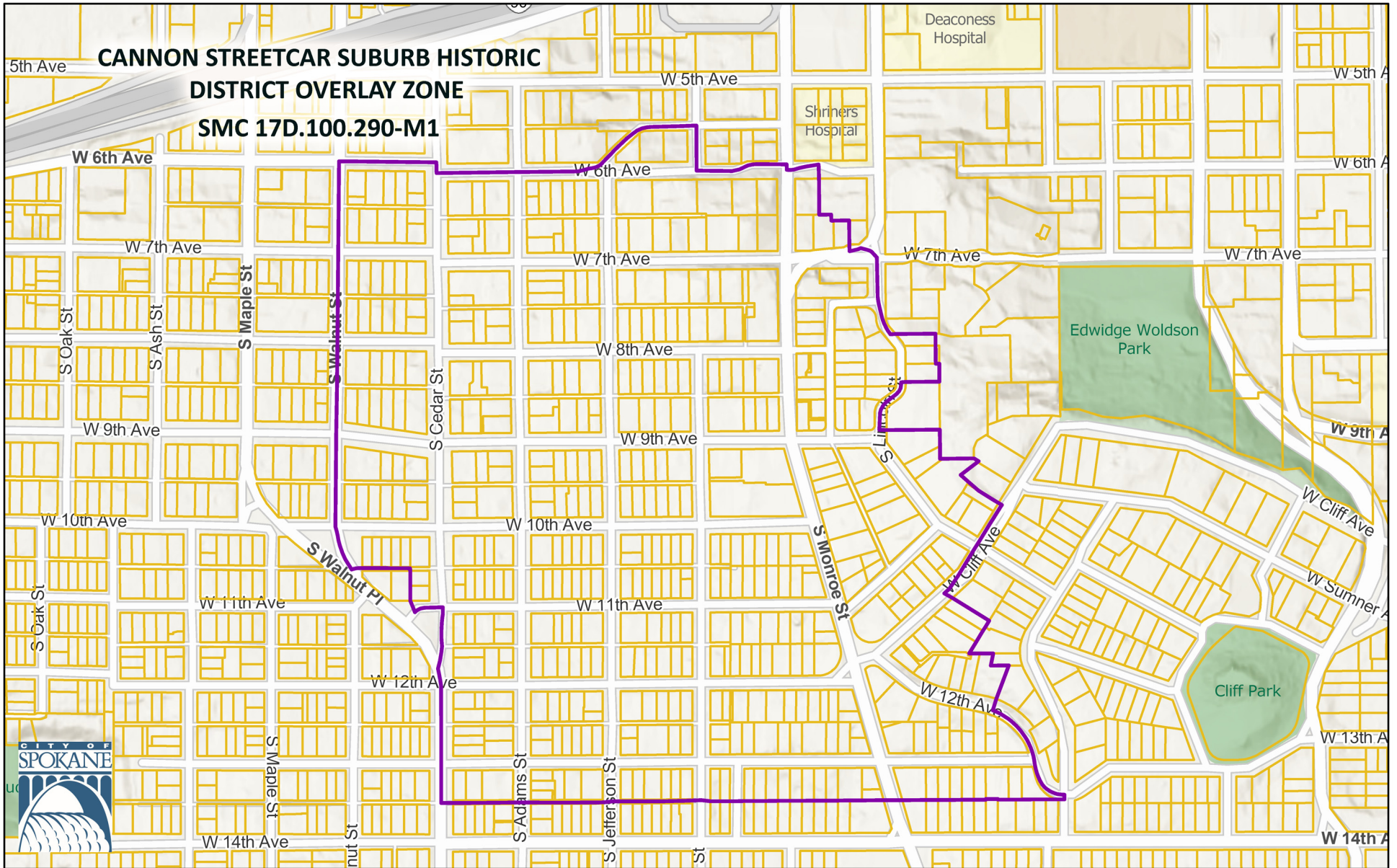
City Clerk

Assistant City Attorney

Mayor

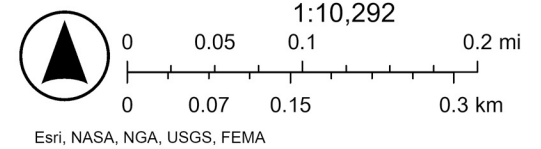
Date

Effective Date



1/31/2023

- Cannon Streetcar Suburb Local Historic District Boundary
- Parcel Boundaries



OFFICE OF THE SPOKANE CITY ATTORNEY
LEGAL MEMORANDUM

TO: HISTORIC LANDMARKS COMMISSION
PLAN COMMISSION

FROM: MICHAEL J. PICCOLO, ASSISTANT CITY ATTORNEY

SUBJECT: ADOPTION OF CANNON LOCAL HISTORIC DISTRICT OVERLAY
ZONE

DATE: JULY 6, 2020

CC: MEGAN DUVALL, HISTORIC PRESERVATION OFFICER
LOUIS MEULER, INTERIM PLANNING DIRECTOR

RCW 36.70A.370 (1), regarding protection of private property, requires the Washington State Attorney General to advise state agencies and local governments on an orderly, consistent process that better enables government to evaluate proposed regulatory or administrative actions to assure that these actions do not result in unconstitutional takings of private property. This process must be used by state agencies and local governments that plan under ROW 36.70A.040 — Washington's Growth Management Act. Local governments that are required or choose to plan under ROW 36.70A.040 shall utilize the process established by ROW 36.70A.370 (1) to assure that proposed regulatory or administrative actions do not result in an unconstitutional taking of private property.

The State Attorney General prepared an advisory memorandum and recommended process for evaluating proposed regulations or administrative actions to avoid unconstitutional taking of private property. I have attached below a link to the memorandum. While the memorandum is helpful in understanding the takings clause, it does not address the legal authority for historic preservation regulations, which this memorandum will address.

The state legislature adopted as one of the goals to guide the development and adoption under GAM of comprehensive plans and development regulations the goal of historic preservation, including identifying and encouraging the preservation of lands, sites, and structures that have historical or archaeological significance. ROW 36.70A.020 (13). The City adopted Chapter 8 of its Comprehensive Plan entitled Urban Design and Historic Preservation. The policies established in Chapter 8 include:

[https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About the Office/Takings/2018%20AGO%20Takings%20Guidance%20Update%2008-31-2018.pdf](https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About%20the%20Office/Takings/2018%20AGO%20Takings%20Guidance%20Update%2008-31-2018.pdf).

1) DP 1.1 Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

2) DP 2.7 Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.

3) DP 3.1 Historic Preservation

Establish historic preservation as a high priority within city programs.

4) DP 3.2 Historic Preservation Plan

Encourage public understanding and support of Spokane's historic heritage by educating the public of the goals of the Historic Preservation Plan.

5) DP 3.9 Redevelopment Incentives

Provide incentives to property owners to encourage historic preservation.

6) DP 3.11 Rehabilitation of Historic Properties

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

7) DP 3.12 Reuse of Historic Materials and Features

Encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished.

8) DP 3.13 Historic Districts and Neighborhoods

Assist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment.

The City has for decades maintained the Landmarks Commission, a historic preservation ordinance and a historical preservation officer to implement federal regulations under the Secretary of Interior's Standards for Rehabilitation used for the designation, registration and protection of historic landmarks and historic districts (36 CFR 67). The City Council, Plan Commission and Landmarks Commission most recently in early 2018 reviewed and adopted an entire recodification of the City's Historic

Preservation Ordinance in Chapter 17D.100 SMC. While there is significant case law regarding the unconstitutional takings of private property through government regulations, both the federal and states courts have recognized the substantial legal authority for local governments to implement historic preservation regulations without creating an unconstitutional taking of private property.

The United States Supreme Court's decision in *Penn Cent. Transp. Co. V. New York City*, 438 U.S. 104 (1978), established many of the legal principles regarding landmark preservation law where the Court recognized that landmark preservation laws enacted pursuant to legislative authority may regulate land use by conserving structures with historic or aesthetic significance that enhance the quality of life for all citizens.

The *Penn Central* court summarized the issue as follows:

The question presented is whether a city may, as part of a comprehensive program to preserve historic landmarks and historic districts, place restrictions on the development of individual historic landmarks--in addition to those imposed by applicable zoning ordinances--without effecting a "taking" requiring the payment of "just compensation." Specifically, we must decide whether the application of New York City's Landmarks Preservation Law to the parcel of land occupied by Grand Central Terminal has "taken" its owners' property in violation of the Fifth and Fourteenth Amendments.

Penn Central Transp. Co., 438 U.S. at 107.

The Supreme Court determined that the local ordinance advanced a legitimate governmental interest and did not deny the property owner all beneficial use of its property. The Court formulated a three-part inquiry for analyzing regulatory taking claims, focusing on the 1) economic impact on the claimant; 2) effect on the claimant's distinct investment-backed expectations; and 3) character of the government action. *Id* at 124. The Court concluded that denial of the property owner's permit did not restrict the owner's property rights by precluding economically beneficial use of the property, did not single out the owner to bear an unfair burden and promoted the public interest.

To successfully demonstrate that a historic preservation ordinance constitutes an unconstitutional taking, the applicant may not establish a taking simply by showing that they have been denied the ability to exploit a property interest they heretofore had believed was available for development. The applicant must show that its property was rendered "valueless" by regulations. *District In town Properties Limited Partnership v. District of Columbia*, 198 F.3d 874, 881-82 (1999), citing *Penn Central Transp. Co.*, 438 at 130 and *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003, 1009 (1992).

Washington State Courts have also recognized the authority of government to impose historic preservation regulations without constituting a takings. In *Buttnick v. Seattle*, 105 Wn.2d 857, 852 (1986), the Washington State Supreme Court, in upholding a provision of the Seattle historic preservation ordinance, again reiterated the holding of *Penn Central Transp. Co.* emphasizing that 1) States and cities may enact land-use restrictions or controls to enhance the quality of life by preserving the character and desirable aesthetic features of a city and 2) the burden of landmark regulation do not amount to a “taking” of property, at least where the owner retains reasonable beneficial uses. In *Buttnick v. Seattle*, the City’s historic preservation ordinance required the owner of property located in a historic district to remove and replace a portion of the building exterior. The owner claimed the ordinance requirement constituted an unconstitutional taking of her property without just compensation. In upholding the ordinance, the Court concluded that the estimated costs of replacement did not impose an unnecessary or undue hardship on the plaintiff, considering its market value and income producing potential. *Buttnick v. Seattle*, 105 Wn.2d at 863. The Court referred to the *Penn Central* case for the holding that the burdens of landmark regulation do not amount to a taking of property, at least where the owner retains reasonable beneficial use.

The action being reviewed by the Landmarks Commission and Plan Commission is the potential adoption of the Cannon Local Historic District Design Standards and Guidelines as part of the formation of the Cannon Local Historic District and adoption by the City Council of an overlay zone for the district. There are a couple of important aspects of the ordinance adopting the overlay zone and additional procedural and administrative code changes. The first is that the section of the ordinance creating the Cannon Local Historic District Overlay Zone specifically provides that the criteria used for all final decisions is the Secretary of Interior Standards for Rehabilitation (36 CFR 67). The Cannon Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the Historic Preservation Officer and the Commission make decisions in accordance with the federal standards. The Historic Preservation Ordinance also has existing provisions to safeguard against undue economic hardship. For both certificates of appropriateness for demolition within a historic district under SMC 17D.100.220 and demolition permits for historic structures in the Downtown area and national register historic districts under SMC 17D.100.230, the property owner may apply for an economic hardship determination, which would allow owner to obtain a demolition permit without complying with the requirements of the ordinance.

In the opinion of this office, the proposed adoption of the Cannon Local Historic District Overlay Zone and accompanying Design Standards and Guidelines are consistent with the federal and state case law regarding historic preservation regulations and do not constitute an unconstitutional taking of private property.

Please let me know if you have any questions or would like to discuss these issues.

Michael J. Picob

Attachment #2:
SHLC Findings of Fact
Cannon Streetcar Suburb
Historic District

Staff Report and Findings of Fact Nomination to the Spokane Register of Historic Places

Cannon Streetcar Suburb Spokane Register Historic District Nomination, Resource Forms and Design Standards & Guidelines; Report of 60-Day Ballot Period

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- The Period of Significance for the Cannon Streetcar Suburb Historic District is from 1883 when the district was first platted to 1955 with the conclusion of the post-WWII building boom; the last year that more than four buildings were constructed within the district within any calendar year; and additionally, 1955 was the last year when both multi-family and single family were built within the same year. 1955 was also the last year that a single family house was built until 2004, a 49-year gap.
- The Period of Significance of 1883 to 1955 meets the 50-year age requirement for listing.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The Cannon Streetcar Suburb Historic District is eligible for the Spokane Historic Register under Categories A and C.
- It is eligible under Category A for its association with the broad patterns of Spokane history in the fields of transportation and residential development.
- It is eligible under Category C for its architectural significance in the distinctiveness of some of its buildings and the wide array of building types and styles.

3. SMC17D.100.020: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- Many resources within the Cannon Streetcar Suburb Historic District have experienced some modification over time. A historic district is comprised of streetscapes, public spaces, and individual properties. Together, these elements form the collective identity and defining character of a historic district. However, not all properties within the boundary contribute meaningfully to the collective identity and defined character of the district. Some properties are non-contributing because they are new construction built outside the period of significance, and others are non-contributing because the exterior façade has been changed so substantially that the original form and style is not recognizable in its current form.
- Each resource within the Cannon Streetcar Suburb Historic District was evaluated for its ability to contribute to the significance and eligibility of the historic district. A determination of whether or not a property contributes to the district was based on its historic architectural features. Then a comparison is made between the historic context of the district and each individual property. If the comparison shows that the property possesses the identified characteristics, then it is evaluated as contributing to the district.
- Rather than give a "rating" of properties as Excellent, Good, Fair, or Poor, as was done in Browne's Addition, staff decided to only decide whether properties retained enough integrity to be "contributing" to the district, or "non-contributing" due to age or modifications.

- Breakdown of Contributing to Non-Contributing Resources – **475 TOTAL:**

Contributing Resources of the Cannon Streetcar Suburb Historic District		
Contributing	Non-Contributing	Out of Period
387 (81%)	43 (9%)	45 (10%)

4. SMC17D.100.100 B.The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, “owners of property” includes owners of units within a condominium association.

- On September 14, 2022, official ballots/petitions with 577 “votes” were mailed to 493 property owners. As of 5:00 pm on Monday, November 14, 2022; 387 votes had been returned and included 324 votes of “YES” to form the historic district and 67 votes of “NO” to not form the district. 186 votes were not returned and are counted as "NO" votes.
- The percentage of returned votes (391 of 577) was 68%.
- Of those who returned ballots, 82.8% of the votes were in favor of the district’s creation.
- Overall, 56.1% of the TOTAL property owners within the district boundaries were in favor, which exceeds the 50% +1 required by ordinance (289 votes minimum).

5. Once listed, the “contributing” properties within the Cannon Streetcar Suburb Historic District will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic marker, and special code considerations.

STAFF RECOMMENDATION

The **Cannon Streetcar Suburb Historic District** qualifies for eligibility under Spokane Register Categories A & C. Final approval of the nomination document, resource forms and design standards is recommended. The report of ballots/voting confirms that property owners in the Cannon Streetcar Suburb Historic District are in favor of its formation. The proposed Cannon Streetcar Suburb Historic District Overlay Zone is recommended City Council consideration for placement on the official zoning map.

Landmarks Commission Review: Open Public Hearing: 11/16/2022 Final Hearing: 12/21/2022

Jill-Lynn Nunemaker moved, based on the Findings of Fact, the Cannon Streetcar Suburb Historic Overlay Zone ordinance SMC 17D.100.290 which includes a map of the district boundary, nomination, resource forms, and design standards and guidelines is eligible under categories A and C, and recommend for approval by the City Council to be placed on the Spokane Register of Historic Places, adopted into the Spokane Municipal Code as SMC 17D.100.290, and placed on the official zoning map for the City of Spokane. Daniel Zapotocky seconded; Austin Dickey proposed a friendly amendment to the motion to modify the wording to clarify that staff has the authority to finalize the resource forms based on feedback from the commission. Amanda Paulson seconded the friendly amendment; motion carried. (7/7)

Attachment #3:
Plan Commission Finding and
Recommendations - Cannon
Streetcar Suburb Historic
District Overlay Zone

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation**

Proposed Adoption of SMC 17D.100.290, Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines

A recommendation from the City Plan Commission to the City Council to approve the adoption of SMC 17D.100.290, Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines. The proposal is related to the request from the Cliff-Cannon Neighborhood and the Cannon Historic District Subcommittee requesting the formation of a local historic district in the Cliff-Cannon Neighborhood, which would include the approval of the historic district formation through a balloting process and the legislative action to approve an overlay zone.

Findings of Fact:

- A. The City of Spokane's Comprehensive Plan 1) encourages the recognition and preservation of unique or outstanding landmark structures, buildings, and sites." (Goal DP 1.1), 2) establishes historic preservation as a high priority within city programs (Goal DP 3.1), 3) requires that the city identify historic resources to guide decision making in planning" (Goal DP 3.3) and 4) seeks to maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation. (Goal DP 3.5).
- B. The Comprehensive Plan also requires that the City utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each subarea or historic district. (Goal DP 2.7).
- C. To accomplish this, the City's Comprehensive Plan states as a goal to "provide incentives to property owners to encourage historic preservation" (Goal DP 3.9) and assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives (Goal DP 3.11) as well as encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished. (Goal DP 3.12).
- D. The City's Comprehensive Plan recognizes our neighborhoods as one of our City's finest assets, and therefore requires that the City assist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment. (Goal DP 3.13).

- E. The City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City's Historic Preservation Ordinance. Part of that recodification included the process for the formation of local historic districts.
- F. The Cliff-Cannon Neighborhood Council contacted the Spokane Historic Preservation Office on October 7, 2016 requesting that a local historic district be formed in the neighborhood; and
- G. The Cliff-Cannon Neighborhood Council, the Cannon Historic District Subcommittee, and the Spokane City/ County Historic Preservation Office conducted outreach efforts including multiple presentations, three Plan Commission workshops, neighborhood workshops, websites with additional information, mailings, a survey, and direct feedback from property owners; and
- H. After conducting extensive historic research and engaging the community for input and feedback, a Cannon Streetcar Suburb Local Historic District Nomination document, Cannon Streetcar Suburb Local Historic District Resource Forms, and Cannon Streetcar Suburb Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Streetcar Suburb Local Historic District Overlay Zone; and
- I. The adoption of the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines would be the final step in the formation of this local historic district.
- J. On July 22, and August 12, 2020, and December 14, 2022 the Spokane City Plan Commission held workshops to study the proposed ordinance, the formation of the Cannon Streetcar Suburb Local Historic District, and the adoption of the Design Standards and Guidelines.
- K. On July 8, 2020, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt this proposed ordinance. On July 8, 2020, the City received an acknowledgement letter from the Department of Commerce.
- L. Three public workshops in Cannon were held on May 12, 2022, June 14, 2022, and July 28, 2022 amongst regular check-ins with the Cliff-Cannon Neighborhood Council at their regular meetings. Additional neighborhood workshops were done virtually during the pandemic.
- M. As required by SMC 17D.100.030, a vote of the property owners within the district boundaries was conducted to determine support for the district. 493 ballots with 577 votes (1 vote per developable parcel within the boundary) were sent via USPS on September 14, 2022. 391 votes were returned by the deadline on November 14, 2022. The HPO received 324 "YES" votes to form the district, 67 "NO" votes were received; and 186 votes were not returned to the HPO office. Turnout was 68%. Of those who returned ballots, 83% were in favor of forming the district, and once the non-returned votes are accounted for, 56.1% of the TOTAL owners of

properties within the district boundaries were in favor, which exceeded the 50% +1 required by city ordinance (289 "YES" votes minimum).

- N. The City caused notice of the proposed ordinance and announcement of the Plan Commission's January 25, 2023 hearing to be published in the Spokesman Review on January 11, 2023 and again on January 18, 2023.
- O. On January 3, 2023, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed ordinance. The public comment period for the SEPA determination ended on June 25, 2022 at 4:00 pm. No public comments were received.
- P. On January 4, 2023, the City mailed a Notice of Plan Commission Hearing and SEPA Determination to all residents, taxpayers and property owners in the proposed boundary of the Cannon Streetcar Suburb Historic District Overlay, as well as those within 400 feet of the proposed boundary, with information about the hearing on the overlay zone.
- Q. On January 25, 2023, the City Plan Commission held a public hearing on the proposed ordinance; public testimony was taken.

Public Comment:

- A. Written comments received by January 25, 2023 were provided to the Plan Commission prior to their deliberations on January 25, 2023, regarding the proposed ordinance: 23 in favor, 3 neutral, and 4 in opposition.
- B. During the hearing on January 25, 2023, the Plan Commission heard testimony from 5 individuals: all 5 were in favor of the proposed ordinance including the recommendation for the formation of the historic district and adoption of the design standards and guidelines.
- C. No other testimony was submitted.

Plan Commission Deliberations:

- A. During deliberations, the Plan Commission considered the proposed ordinance relating to the adoption of the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines.
- B. During deliberations, a motion was made to amend the proposal to exclude historic preservation design review of exterior changes to noncontributing structures and new construction within the district. Following discussion and a vote of 7-3, the motion failed.
- C. During deliberation, the Plan Commission expressed interest in having the City Council add an item to the Plan Commission's annual workplan calling for the Plan Commission to review and make recommendations to the City Council regarding

the consistency of the creation of historic districts with the need to create more housing opportunities in Spokane.

- D. During deliberations, Plan Commissioners concluded that the proposed ordinance, including the proposed formation of the Cannon Streetcar Suburb Local Historic District Overlay Zone and adoption of the design standards and guidelines (SMC 17D.100.290) was consistent with (i) Chapter 17D.100 SMC, (ii) applicable provisions of the Comprehensive Plan, and (iii) bears a substantial relation to public health, safety, welfare, and protection of the environment.
- E. The Plan Commission hereby incorporates and adopts the contents of the Staff Report, City of Spokane Plan Commission Hearing: Cannon Streetcar Suburb Historic District Overlay Zone (SMC 17D.100.290) January 25, 2023 in support of these findings and recommendations.

Conclusions:

The proposed adoption of SMC 17D.100.290, Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines is fully consistent with applicable provisions of the City of Spokane Comprehensive Plan and bears a substantial relation to the public health, safety, welfare, and protection of the environment.

Recommendation:

By a vote of 9 – 1, the Plan Commission recommends that the City Council adopt the proposed ordinance relating to the adoption of SMC 17D.100.290 regarding the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines.

Greg Francis

Greg Francis (Jan 30, 2023 15:33 PST)

Greg Francis, President

Spokane Plan Commission

Jan 30, 2023

February 13, 2023

Todd Beyreuther
Spokane Plan Commission
tbeyreuther@spokanecity.org

To: Spokane City Council

Re: Dissenting Plan Commission Opinion for Cannon Streetcar Suburb Historic District

Distinguished City of Spokane Council Members;

Preserve what and for whom?

I write to support historic preservation and the exceptional contributions to the community of the historic preservation staff, the Landmarks Commission, and stakeholders of the neighborhood and preservation discipline.

However, I also write to dissent on the Plan Commission's recommendation of January 25, 2023 regarding the Cannon Streetcar Suburb Historic District. Per Plan Commission [Rule 6.5.1](#), "Any dissenting Commission member may prepare a dissenting decision individually or together with other dissenting Commission members".

My concern for the proposal in front of you is one of authority. You, as city council members, are being asked with your local power granted by the power of the State Legislature to grant authority (under enforcement by police power) to an appointed citizen commission (the Historic Landmarks Commission) to make discretionary, quasi-judicial decisions related to structures and sites in the proposed district.

- The authority requested applies not only to contributing structures and sites, but also to non-contributing and new structures and sites within the proposed historic preservation zoning overlay.
- The authority requested bypasses the authority of the planning and economic development services director per [SMC 17C.110.015](#) to conduct an administrative design review process for non-contributing and new structures.
- The authority requested bypasses the design departure processes per [SMC 17G.030](#) for non-contributing and new structures.

- The authority granted in [SMC 17D.100.025](#) is not under consideration in this action (it was added to the PC [June 12, 2019](#) Browne's Addition Historic District Overlay Zone hearing without PC workshop), but is the basis for preemption of other development standards, design standards, and design guidelines.

[Title 17D City-wide Standards](#)

[Chapter 17D.100 Historic Preservation](#)

[Section 17D.100.025 Compatibility of Historic Standards with Title 17 Development Standards](#)

- A. All property designated by the City as a historic landmark or that is located within a historic district that has been designated by the City pursuant to this chapter, shall be subject to all of the controls, standards, and procedures set forth in Title 17 SMC, including those contained in this chapter, applicable to the area in which it is presently located, and the owners of the property shall comply with the mandates of this Title 17 SMC in addition to all other applicable Spokane Municipal Code requirements for the area in which such property is located. In the event of a conflict between the application of this chapter and other codes and ordinances of the City, the more restrictive shall govern, except where otherwise indicated.
- B. Coordination with Underlying Zoning. In certain cases, application of the development standards, including those for height, bulk, scale, and setbacks, may conflict with historic preservation standards or criteria and result in adverse effects to historic landmarks or properties located in historic districts. In such cases, properties subject to design review and approval by the Landmarks Commission shall be exempted from the standards that conflict with the Landmarks Commission's application of the historic preservation standards adopted in this chapter. The issuance of a certificate of appropriateness for final design by the Landmarks Commission shall include specific references to any conflicts between the historic standards and those in Title 17 SMC generally, and specifically request the appropriate exemptions.

Date Passed: Monday, September 16, 2019

Effective Date: Friday, November 1, 2019

ORD C35807 Section 1

- It is not clear to me if [SMC 17D.100.025](#) also preempts [SMC 17C.400](#) (Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1)) development and design standards (or vice versa).

[Title 17C Land Use Standards](#)

[Chapter 17C.400 Interim Housing Regulations Adopted to Implement RCW 36.70A.600\(1\)](#)

[Section 17C.400.010 Pilot Low-Intensity Residential Development Standards](#)

A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units, and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Definitions

1. Low-intensity residential buildings include the following building types:
 - a. Detached single-family residential buildings;
 - b. Duplexes;
 - c. Multi-family residential structures of three or four units; and
 - d. Attached houses.
2. Major transit stop means:
 - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
 - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.

C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD, except that this chapter shall not supersede the provisions of Chapter 17C.180 SMC (Airfield Overlay Zones). Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
 - a. Engineering standards as described in [Title 17H SMC](#);
 - b. Environmental standards as described in [Title 17E SMC](#);
 - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#);
 - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#);
 - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 or other provisions of this section.
 - f. Airfield overlay zones as set forth in Chapter 17C.180 SMC and chapter 17C.182 SMC.
2. Developments approved under this chapter shall comply with all standards and regulations found herein. Developments may opt to adhere to all of the standards and requirements of the permanent sections of Title 17 SMC, in lieu of this section.
3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
4. Notwithstanding other provisions of Title 17 SMC multi-family residential structures of three or four units shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
5. Notwithstanding maximum density standards in Table 17C.110-3, lots that conform to the applicable development standards of this section shall be considered to meet the maximum density requirements.

Attached are consistency notes and recommendations regarding a few comprehensive plan policies not considered in the current staff report or PC Findings of Fact.

Thank you for your consideration of these concerns.

Respectfully submitted,

Todd Beyreuther
Spokane Plan Commissioner

ED 1.4 Public-Private Partnerships (NOT CONSISTENT)

Continue to encourage public-private partnerships that advance economic development opportunities.

Discussion: Partner with the private sector to extend infrastructure for development; provide incentives; and support the creation of quality affordable housing for the workforce in proximity to areas targeted for economic growth.

- To achieve consistency with ED 1.4 in the Comprehensive Plan, the proponents would have to demonstrate that an overlay restricting new design and construction adjacent to the City's largest economic growth area (the downtown core) accelerates the creation of workforce housing. Consistency is not demonstrated in the current proposal.
- Proposed amendment to improve consistency:
 - remove [SMC 17D.100.025](#) preemption of underlying [SMC 17C.110](#) development standards, design standards, and design guidelines for non-contributing structures and new construction.
 - maintain [SMC 17C.110.015](#) design standards administrative pathway by the planning director for non-contributing structures and new construction.
- Commentary:
 - Our community is attempting to address the housing and climate crises through robust public-private partnerships. Non-profit, for-profit, and public entities are investing in architecture, engineering, manufacturing, and construction designs and methods while collaborating with local jurisdictions (Spokane, Spokane Valley, Seattle, Portland) to establish preapproval pathways. These pathways are aligned with multiple housing bills proposed in Olympia. Jurisdictional stakeholders include building officials, fire officials, planning directors, economic directors, etc.
 - Adding neighborhood-level discretionary review based on federal-level preservation standards for non-contributing and new structures is not aligned with state-level housing and climate efforts in our development and life safety codes.

H 1.4 Use of Existing Infrastructure (NOT CONSISTENT)

Direct new residential development into areas where community and human public services and facilities are available.

- To achieve consistency with H1.4 (new development near existing infrastructure and services) in the Comprehensive Plan, the proponents would have to demonstrate that an overlay adjacent to the downtown core services, in one of the city neighborhoods with redundant electrical grid generation and distribution (resiliency to outages like downtown), and physically located over major infrastructure collectors such as sewer does not restrict 'new residential development'. Consistency is not demonstrated in the current proposal.
- Proposed amendments to achieve consistency (dissenting PC opinion):
 - remove [SMC 17D.100.025](#) preemption of underlying [SMC 17C.110](#) development standards, design standards, and design guidelines for non-contributing structures and new construction.
 - maintain [SMC 17C.110.015](#) design standards administrative pathway by the planning director for non-contributing structures and new construction.
- Commentary:
 - Our community is trying to create housing opportunities for ALL across our entire city, accessing ALL of our community assets. Create versus restrict.
 - Maintaining artificial scarcity of housing over existing infrastructure creates development pressure elsewhere within our growth boundary. Current debates of impact fees, wildlife urban interfaces, UGA adjustment, etc. are not unrelated to issues of underdevelopment in areas with high levels of service.

H 1.7 Socioeconomic Integration (NOT CONSISTENT)

Promote socioeconomic integration throughout the city.

- To achieve consistency with H1.7, the proponents would have to demonstrate consistency with enhanced requirements in [RCW 36.70A.070\(2\)](#) passed in [E2SHB 1220](#) (2021). Our Planning Department is highly aware of these requirements and the recently released (February 2023) [Department of Commerce guidance](#) for GMA planning cities and counties to implement. Our Housing Action Plan (HAP) adopted in 2021 and authored by the Planning Department, addresses E2SHB 1220 concerns of ‘racially disparate impacts, displacement, and exclusion in housing policy’. Consistency is not demonstrated in the current proposal.
- Proposed amendment to achieve consistency (dissenting PC opinion):
 - remove [SMC 17D.100.025](#) preemption of underlying [SMC 17C.110](#) development standards, design standards, and design guidelines for non-contributing structures and new construction.
 - maintain [SMC 17C.110.015](#) design standards administrative pathway by the planning director for non-contributing structures and new construction.
- Commentary:
 - Our community has been through an extensive public process related to the Housing Action Plan (HAP). The HAP process was proposed in [ESHB 1923](#) (2019) by Rep. Fitzgibbons and others to fund and allow safe passage from growth management appeal for actions related to equity and growth. Bypassing authority and qualifications of the Planning Department to implement ESHB 1923 and E2SHB 1220 for non-contributing and new construction should cause concern.

Excerpt from E2SHB 1220 (2021):

32 (e) Identifies local policies and regulations that result in
33 racially disparate impacts, displacement, and exclusion in housing,
34 including:
35 (i) Zoning that may have a discriminatory effect;
36 (ii) Disinvestment; and
37 (iii) Infrastructure availability;
38 (f) Identifies and implements policies and regulations to address
39 and begin to undo racially disparate impacts, displacement, and
40 exclusion in housing caused by local policies, plans, and actions;

p. 4

E2SHB 1220.SL

1 (g) Identifies areas that may be at higher risk of displacement
2 from market forces that occur with changes to zoning development
3 regulations and capital investments; and
4 (h) Establishes antidisplacement policies, with consideration
5 given to the preservation of historical and cultural communities as
6 well as investments in low, very low, extremely low, and moderate-
7 income housing; equitable development initiatives; inclusionary
8 zoning; community planning requirements; tenant protections; land
9 disposition policies; and consideration of land that may be used for
10 affordable housing.

ED 7.6 Development Standards and Permitting Process (NOT CONSISTENT)

Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

- To achieve consistency, the proponents would have to demonstrate that adding more restrictive development standards for new design and construction with quasi-judicial discretionary review by a citizen commission with public hearing reduces time and cost and addresses our community needs of new housing. Consistency is not demonstrated in the current proposal.
- Proposed amendment to achieve consistency:
 - remove [SMC 17D.100.025](#) preemption of underlying [SMC 17C.110](#) development standards, design standards, and design guidelines for non-contributing structures and new construction.
 - maintain [SMC 17C.110.015](#) design standards administrative pathway by the planning director for non-contributing structures and new construction.
- Commentary:
 - Note that as of issuance of this dissenting opinion, [SHB 1026](#) sits on the floor of the WA House regarding administrative design review vs. design review by an external board. External design review by an external board within preservation districts is being debated. The original intent of the bill focused on Seattle Design Review at neighborhood scale. Amendments related to historic preservation were raised after the Spokane PC debated in our housing subcommittee.
 - Regarding authority of the Landmarks Commission to preempt administrative review by the Planning Department for non-contributing and new structures, please consider the non-resident membership allowance on the Landmarks Commission in [SMC 04.35.020](#).
 - As a member of the WA State Building Code Council (SBCC) representing Manufacturers, the question of rulemaking authority granted by the power of the Legislature is frequently challenged. The defense of that authority often lies in the robust nomination and appointment process by the Governor's office.
 - While I of course appreciate and respect the expertise of all of our appointed members of Spokane's boards and commissions, the process of appointment is understandably not as robust. The Plan Commission's advisory role is appropriate. The Landmarks Commission's advisory role and quasi-judicial role over contributing structures and sites is appropriate.
 - The Landmarks Commission's quasi-judicial role over non-contributing and new structures reaches beyond their membership's qualifications and undermines licensed professionals of architecture, engineering, and planning in other city departments and in private practice that have actual liability and responsibility to meet the requirements of development, design, and life safety codes.



SPOKANE CITY | COUNTY HISTORIC PRESERVATION OFFICE

Providing historic property protection and development services to the City of Spokane and Spokane County.

Memo to Spokane City Council in Response to the Dissenting Opinion Submitted by One Member of the City of Spokane Plan Commission

Preserving Spokane's Historic Neighborhoods for all Spokanites to Enjoy

This memo is in response to the dissenting opinion submitted by one member of the Plan Commission. The first set of bullet points are in response to the bullet points on pages one and two of the dissenting opinion, followed by bullet points addressing the City of Spokane Comprehensive Plan goals mentioned in the dissenting opinion.

- Historic districts are not a new concept. They were included as a type of historic property listing when the National Historic Preservation Act was passed in 1966. The first Spokane historic district was listed on the National Register of Historic Places in 1974 and the first listed on the Spokane Register of Historic Places was in 1992. Districts are used to identify and protect a neighborhood or area that is historically connected and significant. Districts are more than a list of individually listed properties, but rather an area that has a collective significance and sense of place. Their significance is more than the sum of their parts. The Historic Preservation Office contends that review of changes to noncontributing structures and new construction within historic districts is integral to protecting the character defining features and sense of place of a historic district.
- The Historic Preservation Office is not requesting authority to bypass the authority of the planning and economic development director to conduct design review over non-contributing structures and new construction within historic districts. SMC 17D.100.025 states clearly that all properties in historic districts “shall be subject to all controls, standards, and procedures set forth in Title 17 SMC.” Completing the Certificate of Appropriateness process for changes to a property in a historic district DOES NOT exempt a proposal from navigating the regular permitting process. 17D.100.025 talks about “compatibility” and “coordination” not bypassing and preempting.
- Housekeeping changes to the HPO ordinance, including 17D.100.025, received a unanimous recommendation from the Plan Commission in June of 2019. The author of the dissenting opinion voted in favor of the changes and the author was the President of the Plan Commission at the time of the hearing for those changes. Contrary to the assertion in the dissenting opinion, Historic Preservation Office staff and Legal staff workshopped the aforementioned housekeeping changes on May 22, 2019. Historic Preservation Office was not asked to provide an additional workshop or clarification.
- Historic Districts do not impact upzones that allow fourplexes on all lots and more allowances for ADUs. Construction of ADUs will NOT be reviewed in the proposed district and the use of a property is not a primary consideration when conducting design review in a historic district.

Below is a goal by goal response to the goals in the City of Spokane Comprehensive Plan that the author of the dissenting opinion identified as being inconsistent with this proposal. It is also important to note that a written list of the goals that the author of the dissenting opinion thought the proposal was inconsistent with was not provided to Historic Preservation Office staff until **after the Plan Commission hearing** and were first verbally articulated at the hearing on January 25, 2023 but not at one of the preceding workshops.

ED 1.4 Public-Private Partnership:

- The proposed historic district creates an additional avenue for public-private partnership by extending Special Tax Valuation and Façade Improvement Grant incentives to owners of contributing properties, and to owners of noncontributing properties who endeavor to return their property to a contributing status.

H 1.4 Use of Existing Infrastructure:

- The proposed historic district does not direct residential development away from areas where community and human public services and facilities are available. Historic Preservation Office staff provided national and local examples in Plan Commission workshop of **historic districts serving as a catalyst to direct development into historic districts.**

H 1.7 Socioeconomic Integration:

- The proposed historic district is in one of the most socioeconomically diverse areas in the City of Spokane and this proposal **will help to ensure it remains that way into the future** by protecting the wide variety of property types that make the area accessible to all.

ED 7.6 Development Standards and Permitting Process:

- The author of the dissenting opinion contends that this proposal would need to “reduce” time and costs of the permitting process, but it actually only says that development standards and permitting processes must be “equitable, cost-effective, timely, and meet community goals and needs.” Historic Preservation Office staff contends that the proposed district creates a review process that is equitable, cost-effective, timely, and, importantly, that it meets community goals and needs as outlined in the City of Spokane Comprehensive Plan.
- House Bill 1026, which is currently awaiting action on the house floor, was passed out of committee with an amendment that clarifies that the provisions of the law “do not apply to development regulations that apply only to structures or districts listed on a local historic register through a local preservation ordinance, the Washington heritage register as described in RCW 27.34.220, or the national register of historic places as defined in the national historic preservation act of 1966 (Title 1, Sec. 101, Public Law 89-665; 80 Stat. 915; 16 U.S.C. Sec. 470) as now or hereafter amended.” House Bill 1042 passed the house with a similar amendment and House Bill 1110 has received a similar amendment on the house floor.

Thank you for your time and consideration,




Megan Duvall
Historic Preservation Officer
City|County of Spokane

Attachment #4:
Cannon Streetcar Suburb Design
Standards and Guidelines

**Cannon Streetcar Suburb
Historic District
*Design Standards & Guidelines***





***CANNON STREETCAR SUBURB HISTORIC DISTRICT
DESIGN STANDARDS AND GUIDELINES***

**ADOPTED BY THE CITY OF SPOKANE
ADD DATE**

Originally Authored by Borth Preservation Consultant, LLC and Betsy H. Bradley
Adapted for the Cannon Streetcar Suburb Historic District by Megan Duvall, Historic Preservation Officer

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Intersection of Monroe and Fifth Streets, 1932 Libby Collection, L87-1.964-32

CHAPTER 1

INTRODUCTION

The Spokane Historic Preservation Program: Purposes and Incentives

The City of Spokane (City) recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane by preserving our City's history and unique culture. The City recognizes, protects, enhances and preserves those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity.

The intent of these efforts is – particularly in the Cannon Streetcar Suburb Historic District (shortened to “Cannon Historic District” at times in this document) – to keep historic buildings in use and the historic character of the district intact through listing on the Spokane Register of Historic Places; incentivize rehabilitation; and review changes to historic properties, as well as demolition and new construction.

Spokane Register of Historic Places

The Spokane Register of Historic Places is our local government's official list of properties that have been designated as significant contributors to the historical development of Spokane. The Register was established by ordinance in both the City and County of Spokane in 1981 and 1982, respectively. These ordinances make the City/County Historic Landmarks Commission (SHLC) responsible for the stewardship of historically and architecturally significant properties.

Eligibility for the Spokane Register is determined by at least one of the following categories:

- **Category A:** Those structures that are associated with events that have made a significant contribution to the broad patterns of our local history; or
- **Category B:** That are associated with the lives of persons significant in our past; or
- **Category C:** That embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- **Category D:** That have yielded, or may be likely to yield, information important to prehistory or history; or
- **Category E:** That represent the culture and heritage of the City of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

An additional eligibility requirement is that the property is 50 years of age or older or have "exceptionally significant" qualities despite their age.



1103 W 12th Avenue

Nominations to the Spokane Register must be accompanied by owner consent. All property types listed in/on the Spokane Register are subject to design review.

Spokane Register Historic Districts

Historic Districts are one of the property types that can be listed on the Spokane Register. Historic districts are generally areas of the city that residents clearly see represent a time and place of the past due to a concentration of buildings of the same type or from the same time period. Most districts have similar buildings forming consistent streetscapes and commercial buildings or houses built during period of time recognized as a "period of significance" or heyday period. This time period can vary in length from a few years to decades. The nomination of the Cannon Streetcar Suburb Historic District explains its history and period of significance.

The properties in Spokane Register Historic Districts are categorized as contributing or non-contributing to the significance established for the district in the nomination document.

Contributing properties within these districts shall follow all the required procedures [for an individually listed property on the Spokane Register]. Proposed work on these properties is covered in Chapters 4 and 5 of this document.

In the case of non-contributing properties, classified as such because of loss of historic

integrity, the guidance in Chapters 3, 4 and 5 can be used to reverse the loss of historic design elements of the building. If enough work is completed to restore the historic character of the building, it could move into the contributing category. A property owner should consider this possibility and the benefits of that change in status before planning major changes to a non-contributing property with loss of historic integrity.

In the case of non-contributing properties, classified as such because of age as they were built in the district after the end of the period of significance, 1955 – the Historic Preservation Office (HPO) will review work that occurs on the street facing façade of the non-contributing building. Part 6 provides guidance for such work.

All new construction within a Spokane Register Historic District will be reviewed by the SHLC, based on the standards presented in Chapter 7: New Construction.

The SHLC has the role of recommending these standards and guidelines to the City Council for adoption and then interpreting and applying them in a fair and consistent manner. The SHLC is committed to use them with flexibility, when warranted, and to make defensible judgments when reviewing applications in order to arrive at solutions that are appropriate for each individual instance. The SHLC has the opportunity, and responsibility, to consider exceptions to the standards. The SHLC has long held to the position that an approval of a proposal is building-specific only and that it is not establishing precedent when it approves an alternative solution for meeting the intent of rehabilitation.

Under the provisions of the Spokane Municipal Code 17D.100, the SHLC, through the HPO, is directed to issue Certificates of Appropriateness, or “COAs.” Design Review is the process through which the SHLC and HPO staff review proposed changes to Spokane’s listed historic resources and use standards and guidelines adopted by ordinance.

Under the same section of the Municipal Code, the SHLC and HPO staff are directed to review the proposed demolition of properties within the boundaries of Spokane Register Historic Districts. The code provides some criteria for consideration and Chapter 8 provides some additional factors to be considered in demolition review in the Cannon Streetcar Suburb Historic District.

Certificates of Appropriates (COAs) are required for:

- Any work that affects the exterior of a historic, contributing property; or the street-facing side of a non-contributing property;
- New construction, alterations or additions; and
- Demolition.

Incentives

The City has available several incentives to recognize that investing in privately-owned historic buildings for heritage reasons has benefits for residents and visitors. These incentives are tied to a property being listed on the Spokane, or local, Register and available to owners of contributing properties in Cannon Streetcar Suburb Historic District.

Special Valuation Program

The Special Valuation Program is an important benefit of owning and rehabilitating a contributing property in the Cannon Historic District. The program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed. The program has several requirements but can be successfully used through planning and communication with the HPO.

Carefully review the information at <http://www.historicspokane.org/incentives> and contact the Spokane Historic Preservation Office if you are interested in using this program.

This document constitutes the standards for the Cannon Streetcar Suburb Historic District. It is based on the approaches used to review any work done on the exterior of the property within a Spokane Historic District although Standards may vary somewhat from district to district.

Program Basics

- The program includes a revision of the assessed value of a contributing property in the Spokane Register District that deducts, for ten years, approved rehabilitation costs.
- The reduction in property taxes appears two years after the approval of the application.
- Rehabilitation costs must total 25% or more of the assessed value of the structure (not the land) prior to rehabilitation.
- The issuance of a Certificate of Appropriateness (COA) means that the work meets the standards of review for the program.
- Work must be completed within the 24-month period prior to application to the County Assessor's Office.

Other Historic District Benefits

More information on these programs can be found at: <http://www.historicspokane.org/incentives>.

- The HPO administers a grant program to provide matching funds for the improvement of the street-facing façades of contributing properties in historic districts. Grants are a maximum of \$5000 matching dollars.
- A permit allowing a non-conforming use may be granted to an historic property – a contributing property in a historic district – by the Hearing Examiner.

- Relief from building code requirements that affect historic features of a building may be granted to historic properties – contributing properties in a historic district – by local code enforcement officers.

Consult the HPO website historicspokane.org/incentives for up-to-date information on incentives for historic preservation.



1111 W 13th

When work is reviewed

The property owner, and/or agent, is the only person that proposes work on buildings in the historic district. District designation is not a basis for the City or Spokane, Historic Preservation Office, Building Inspector, or neighborhood residents to ask or demand that an owner undertake work on a historic property.

The owner proposes work and the Historic Preservation Office and Landmarks Commission reviews and issues a decision through a Certificate of Appropriateness process.

CHAPTER 2

USING THESE STANDARDS & GUIDELINES

The SHLC is mandated to use standards in its judgement in reviewing proposed work for COAs in accordance with the Secretary of Interior's Standards (SMC 17D.100.210.D-6). In summary, the Secretary of the Interior's Standards for Rehabilitation constitute the "standards" in this document, while the additional guidance represents the "guidelines" for decision making both by property owners when undertaking work within the district and the HPO and SHLC when issuing COAs in the district.

The Secretary of the Interior's Standards for Rehabilitation define what are considered to be "appropriate rehabilitation projects." The Cannon Streetcar Suburb Historic District Standards & Guidelines document expands and customizes these more general standards. The guidelines are the basis for evaluating applications for COAs, and assist applicants in understanding the Commission's decision-making process. All Certificate of Appropriateness decisions will reference both the corresponding Secretary's Standard(s) as well as the guidance under which the decision was made.

THE STANDARDS FOR REHABILITATION

- 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.*
- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.*
- 3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.*
- 5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.*
- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*
- 7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*
- 8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*
- 9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

What is Design Review?

Design Review is the process that helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of an historic district. When property owners in the Cannon Streetcar Suburb Historic District propose exterior work and apply for a building permit they also apply for a Certificate of Appropriateness (COA). Review for a COA is done in terms of this document, the Cannon Streetcar Suburb Historic District Standards & Guidelines by the HPO and possibly the SHLC. A chart showing most types of work and the requirement for review is included as Appendix V: Design Review Chart.

When is Design Review Required?

As for all properties listed in the Spokane Register, design review is required for all exterior changes to properties within the historic district. This includes properties in both categories:

- **Contributing:** all exterior changes in terms of historic character
- **Non-Contributing:** all exterior changes on the street facing façade(s) in terms of avoiding intrusive changes

Basics

- Exterior changes may include some work that does not require a building permit, but still needs a COA.
- Exterior changes may include mostly interior work that has some exterior components.
- Work undertaken without a permit will be a violation.
- Violations must be cleared through review and receipt of a Certificate of Appropriateness, or COA.
- Work defined as maintenance does not require a COA.

Changes to the interiors of both contributing and non-contributing buildings will not be reviewed.



1102 W 6th Avenue, Studio Apartments

Understanding the Guidelines

The guidelines use a series of statements that indicate what is likely and not likely to be approved in a COA application.

- **Recognize** conveys approaches to understanding and keeping historic character.
- **Plan, Locate, Position, Design** mean use this guidance for work that is likely to be approved.
- **Keep, Retain, and Maintain** mean do not remove historic character features and materials.
- **Repair, Replicate and Replace** imply – if necessary – take such action.
- **Consider and Discuss** indicate that there is a range of solutions to give thought to and consult with the HPO.
- **Avoid** means that what is detailed is unlikely to be approved.

Certificate of Appropriateness (COA)

The Certificate of Appropriateness (COA) permit is used to both document the application for and approval of proposed work on properties. The name of this permit refers to compliance with historic district standards and guidelines or property management agreements by summarizing the nature of the work as appropriate.

- A COA must be received before a building permit can be issued.
- A COA must be issued before work is started.
- A COA must cover all proposed work.
- A COA approves specific materials and work, which will be documented on the permit and through associated plans and documents.

Spokane Register Only Permits

Some work that affects the historic character does not require a building permit in the City but may need a Certificate of Appropriateness.

This type of work includes (amongst others):

- Installing a front door
- Installing new porch railings
- Replacing historic features with replicas in composite materials

TIPS FOR RECEIVING A COA

- **Review the entire set of Cannon Streetcar Suburb Historic District Standards & Guidelines**
- **Understand the intent to maintain historic character and to avoid remodeling**
- **Plan a project with reference to the standards and guidelines**
- **Consult with the HPO about any clarity needed for the work to meet the standards**
- **Supply materials samples when needed**
- **Start work only after receipt of a COA**
- **Post the COA with other permits**
- **If project must be modified, consult with the HPO to see if a revised COA is needed**

Preliminary Review Process: New Construction Only

The HPO and SHLC offer the opportunity for a preliminary review of proposed new construction at a very early stage in project planning. A preliminary review approval indicates support for the project at the time it was presented. It is an introductory, or exploratory, review and approval of the parameters of the project, not its specific details. Even so, circumstances change that may alter the project and its context, or setting, that make that initial decision void. A preliminary review is a good-faith review and approval or denial of proposed new construction but does not ensure final project approval.

Preliminary review may be conducted when the proposed design is sufficiently developed so that the Commission has a specific proposal to review. Preliminary review should not be considered as part of a design-build process.

Preliminary review shall be based on:

- Site plans and elevations, showing setbacks, height of buildings of the setting or context;
- Proposed site plan for parcel, showing building footprint, access points, vehicle parking;
- Schematic elevations indicating number of stories;
- Schematic floor plans; and
- Material sample board only if final selection is proposed for review

If preliminary approval is withheld, the project must be revised sufficiently, as determined by the HPO, so that the SHLC could come to a different conclusion about its appropriateness as compatible new construction. Preliminary review for new construction is valid for two (2) years from the time that the SHLC grants preliminary approval. Preliminary review does not eliminate the need for further review that includes final plans and samples of all materials to be used on the exterior.

Maintenance

Property owners are encouraged to maintain buildings in good condition and can do such work without applying for a COA, but some work may require a City building permit:

- Tuck-pointing masonry,
- Repair or replacement of gutters or downspouts
- Painting of wood or metal elements and previously painted masonry,
- Repair, but not total replacement, of existing retaining walls, fences, steps, stoops, porches, decks or awnings, and
- Repair or replacement of a flat roof that cannot be seen from the street.



The following work is NOT considered to be maintenance and would require a COA:

- Installing new materials to conceal damage, such as using coil stock to cover deteriorated trim elements
- Extending or constructing new elements.

SUMMARY OF NEED FOR A CERTIFICATE OF APPROPRIATENESS (COA)

Permit Needed:	See Chapter:
Changes affecting exterior of contributing buildings	Single Family, Chapter 3 (Pg. 22); Multi-Family, Chapter 4 (Pg. 39)
Changes affecting façade of non-contributing buildings	Chapter 6 (Pg. 60)
Paint non-painted exterior materials	District-wide Standards (Pg. 51)
Replace front door	Single Family, Chapter 3 (Pg. 33); Multi-Family, Chapter 4 (Pg. 46)
Replace windows	Single Family, Chapter 3 (Pg. 34); Multi-Family, Chapter 4 (Pg. 47)
Replace roof	Single Family, Chapter 3 (Pg. 26); Multi-Family, Chapter 4 (Pg. 43)
Replace siding	Single Family, Chapter 3 (Pg. 24); Multi-Family, Chapter 4 (Pg. 41)
Install fence in front yard	Chapter 5 (Pg. 53)
Construct addition	Chapter 5 (Pg. 56)
Construct or replace porch	Single Family, Chapter 3 (Pg. 29); Multi-Family, Chapter 4 (Pg. 45)
Remove any features, including historic landscape ones (stone retaining walls)	Single Family, Chapter 3 (Pg. 29); Multi-Family, Chapter 4 (Pg. 45)

NO CERTIFICATE OF APPROPRIATENESS NEEDED

Work considered to be maintenance

Paint already painted exterior materials

Install sculpture, fountain, small artistic elements

Install exterior lighting fixtures

Install vegetation

Install new sidewalk

Install porch lighting and fans

Accessory dwelling units (ADUs) or garages (that do not attach to the house)

**See Appendix V for the Design Review Chart which shows typical work on buildings in historic districts and type of review required.

Enforcement and Violations

These standards and guidelines have been adopted as part of a City Ordinance. The Secretary of the Interior Standards for Rehabilitation have long been the SHLC's standards used for reviewing projects and issuing COAs. The guidelines in this document are intended to help expand and further articulate how the SHLC will use the standards when reviewing properties for COAs in the Cannon Historic District.

The Historic Preservation Office will issue a Stop Work Order when it becomes aware of (major) work being undertaken without a Certificate of Appropriateness. At that time, the property owner must submit an application for a COA. The HPO will issue a Violation Notice when it becomes aware of (major) work completed without a COA – even if the work meets the standards and guidelines. At that time, the property owner must submit an application for a COA.

Goals Lists

The Historic District Standards & Guidelines for the Cannon Historic District are intended to provide a framework for making decisions that can be approved with COA. Overall, the Historic District Standards & Guidelines have the goal of maintaining the historic character features of the district and of the buildings that contribute to its historical and architectural significance.

Goals lists are included throughout the guidelines chapters to remind users of the most important factors to consider when planning and reviewing proposed changes, as not every type of project can be anticipated and covered in the standards and guidelines.

In particular, the standards and guidelines should be used to:

- Make design decisions that reinforce, rather than diminish, the vibrant and varied character of the neighborhood that relies on the existence of historic buildings erected during the period 1881-1950;
- Plan work that includes rehabilitation and perhaps the restoration of missing components of historic buildings in order to maintain historic materials and design elements, yet affords a range of possibilities;
- Plan maintenance and repair work that prolongs the life of historic components of buildings;
- Plan re-investment in buildings built after 1950 so that they remain compatible elements in the district;
- Consider the design of new buildings that are compatible within the historic streetscapes of the district; and
- Consider the continued use, rehabilitation of, or demolition of a building in the district.



928 W 7th

Key Terms and Definitions

Historic Character Features

This term is used to refer to the district as an entity, as well as each property within it, as they contribute to the historic character of the Cannon Streetcar Suburb Historic District. This character is established by numerous small elements that convey authenticity, use of materials, building designs and adaptation to changing residential patterns. Together they establish a sense of place – a place different from nearby neighborhoods in the city and neighborhoods in other cities. As specific elements of a building's design convey its architectural and historical design, so too do the buildings convey the district's architectural and historical design as a neighborhood.

Rehabilitation

Rehabilitation is a broad type of work that prepares a building for future use while maintaining its historic character. Work often incorporates updating of some interior components, correction of deferred maintenance conditions, and making small changes that increase the functionality and amenities of the property. Rehabilitation is a flexible and functional approach to work on contributing buildings in the Cannon Streetcar Suburb Historic District and provides the framework for these standards, which address the portions of a project on the exterior of a building.



Restoration

Restoration means undoing changes, adding lost elements, and stabilizing a building to a former, historic appearance and condition. Some property owners combine quite a bit of restoration into a rehabilitation project. Other times restoration is more limited. There is no requirement to restore lost components of properties.

Recreation

When porches or entrance components have been removed from a property, the owner may wish to recreate such elements. Recreation of the element does not require the exact replication of the historic design, which may not be known. Recreation can be based on a similar example in the district or be a simplified version of the element with typical components. When an element is well-documented and the new work will replicate the original, it is often referred to as reconstruction.

Remodeling and Renovating

These approaches may be appropriate for only non-contributing buildings in the district as these interventions change the historic character features of buildings. Remodeling includes intentional changes of design and materials. Renovating is similar and may involve more changes to interior spaces and mechanical elements. When these approaches are proposed for non-contributing buildings, they must be undertaken so that the renovation is complete in visible areas in order to avoid introducing visually distracting and incompatible buildings. For instance, if new siding materials are applied, the project must include all visible areas, even those minimally visible.

Residential Amenities

This term refers to a range of visible, permanent components of residential properties that are not the house or apartment building and include: fences, paving, outdoor spaces such as decks, secondary structures from garden sheds to chicken coops, and even solar energy panels. These amenities keep properties occupied and up-to-date and almost always can be placed on a property in a historic district.

Visibility

Visibility is considered carefully in historic districts in terms of the effect and extent of what is visible.

Minimally Visible: Elements that are technically visible – but seen from oblique angles or at a distance from the sidewalk – are minimally visible and do not affect the historic character of a property or the district. Often one cannot determine the material or details of a design of minimally visible elements. For these reasons, replacement materials and minor changes are appropriate at these locations.

Highly Visible: Elements that are visible and easily seen from the sidewalk are highly visible. Highly visible elements establish character and distinguish one building from another. They are on street-facing façades and the front portion of side facades when there is a generous side yard.

Visually Intrusive: Some elements are visually intrusive because they call undue attention to themselves, seem obviously added to a property, shift the emphasis of the visible character, or dominate views of buildings and streetscapes. One of the goals of these standards is to avoid the addition of visually intrusive elements in the district.

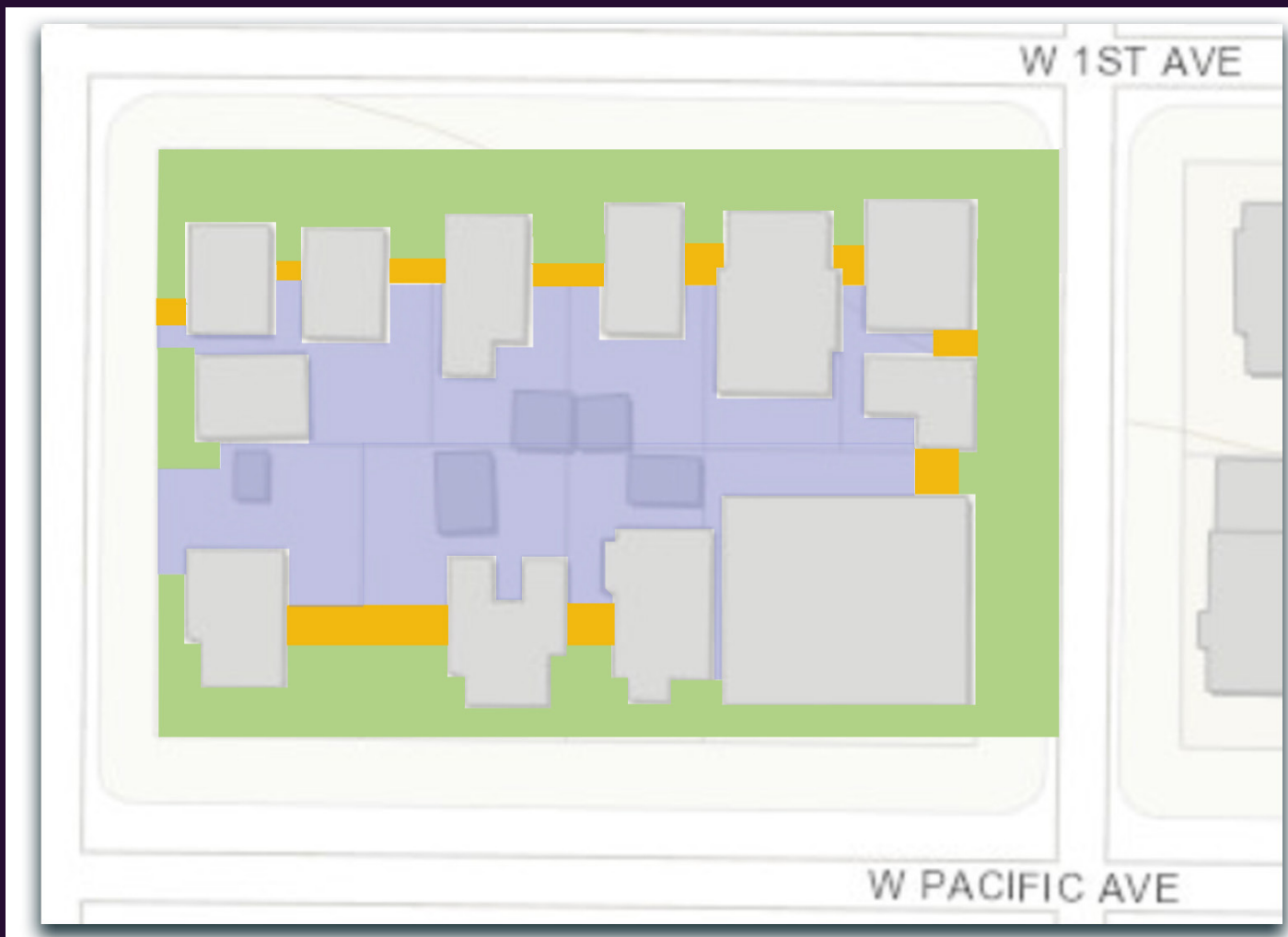
Using Visibility in These Standards

Visible areas of properties are addressed in two main ways. These diagrams show three common situations in the Cannon District and the visible areas of the properties that are addressed in the guidelines:




- Buildings close together with only the façades as highly visible.
- Building set far back from the street so side views are distant – façade and first third or so of elevations highly visible and visible.

- Corner building – two street facing sides are highly visible and the rear façade is visible.

The following figure provides a visual example of the three levels of visibility to be used to determine appropriate materials and options.



KEY:

	PUBLIC
	SEMI-PUBLIC
	PRIVATE

Corner and adjacent properties showing public, semi-public, and private areas of each property.

Public and Private Areas in the District

Properties in historic districts have public and private areas as well. Street-facing highly-visible portions of properties in historic districts contribute to the public perception of the district as a historic place and are thought of as “public.” Highly visible areas are seen from the streets and sidewalks (not alleys) and hence are available to the public. These areas contribute to the historic character of the district.

Thinking in these terms helps property owners plan for additions and changes to be in the less-visible and private portions of their property. These private areas form a U-shape around the building as the rear yard and some of the side yard.

For corner properties, there is usually one obviously “rear” side of the building. Even though it is visible from the street, this portion of the building and its yard would be a private portion of the property. The side yard not adjacent to the street may also be a private area.

Historic Character Features of Cannon Historic District

Cannon Historic District is an accumulation of various historic single- and multi-family residential building types from the 1890s through 1955; more multi-family residential buildings from 1950s and 1960s; and a small number of later ones.

Streetscapes in the district display an historic urban residential pattern with the positioning of buildings set back from the public sidewalk with front lawns and often relatively narrow side yards. The historic urban residential pattern incorporates a mature tree canopy and other plantings that provide variety in the vegetation and shade for people, and enhance the experience of walking in the neighborhood.

Cannon Streetcar Suburb District Historic Character

- Historic single-family dwellings of various sizes are oriented to the street with visible entrances and generous amounts of windows, and very often with front porches.
- Some historic single-family dwellings convey that they have been converted into multiple units and in that way, are clear signals of the change of residential patterns over time.
- Historic apartment buildings have single entrances and access to the outdoors via balconies or individual entrances to each unit.

The main goal of historic district standards and guidelines is maintaining the historic character of the buildings and the district.

The Cannon Streetcar Suburb Historic District nomination describes the historic character of the buildings and district as a whole.

The character is summarized here.

- The largest scale pre-1955 apartment buildings maintain the setbacks and sense of spatial organization dominant in the district. Many later apartment buildings do this also.
- Non-contributing multi-family buildings display various plans, entrance arrangements, and access to the outdoors.
- Properties provide for automobiles with curb cuts and garages on single-family properties and small on-site parking areas, often covered with carports, for apartment buildings and converted residences.
- There are no originally historic mixed-use buildings and residential use predominates.
- Commercial buildings are limited to Monroe Street. A few institutional buildings are scattered throughout the district.

Basics for Compatibility: Contributing Buildings

Proposed changes to historic buildings are compatible if they do not reduce the historic character of the buildings. Such changes include undoing non-historic changes to buildings, replacing building parts that are not repairable with “in-kind” replacements, such as deteriorated wood windows with contemporary wood windows of the same size, configuration and operation, and providing residential amenities such as decks and additions in the least visible areas.

Basics for Compatibility: Non-Contributing Buildings

Proposed changes to non-contributing historic buildings are compatible if they do not result in incompletely remodeled building façades, introduce elements that are visually intrusive, and provide residential amenities, such as decks and additions.

Basics for Compatibility: New Construction

Many types of residential buildings have been built in the historic district, and consequently a variety of residential building types are compatible in the historic district, depending on a site’s setting. New construction should maintain the street-orientation of residential units and continue the pattern of lawns and vegetation. The introduction of property types, including buildings set at the sidewalk as in central urban residential areas of a different type, have no precedence in the district.

Use of Buildings in Historic Districts

Design review in historic districts assesses physical changes made to buildings and – in general – does not address use. Design review may limit changes to public, character-defining areas of properties due to new uses.

The long-term preservation of buildings in historic districts requires that they be in use.

In recognition of this need, these standards and guidelines – and the Spokane Historic Preservation Program in general – supports the notion of adaptive re-use of historic buildings. The goal of historic

districts – to maintain the historic character of an area – is not meant to control or limit the use of those buildings. As a matter of fact, historic designation in Spokane can be a way for property owners to petition for a conditional use of a building that may otherwise not be an allowed use in the neighborhood if it helps to keep the building viable and in use.

Adaptive Re-Use Basics

- Retain historic use or adapt for a new use that is a good fit.
- Recognize that buildings adapted for a new use do not need all expected features of that property type. For instance, a small church building re-used as a store usually does not have a storefront.
- Design adaptive use projects so that they maintain historic character features and; add and alter areas that are at the minimally visible, private areas of properties.

A ***adaptive Re-Use: Updating a building for new uses through rehabilitation***

Examples:

- **Fire station at 804 S Monroe**
- **School adapted for residential use (1125 W 11th)**
- **Historic residences adapted for offices and restaurants**

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

EXTERIOR WALLS: FOUNDATIONS, WALLS, SMALLER ELEMENTS

Goals

- Maintain historic character through exposed, well-maintained materials in highly-visible locations.
- Avoid coating of foundation materials rather than repairing and maintaining them.
- Repair and replace only damaged areas of exterior siding materials.
- Choose appropriate replacement materials and avoid imitative modern substitutes.
- Retain historic character of exterior elements, including chimneys.
- Avoid installation of intrusive elements.

Historic Character Features

- Above-grade foundation materials – basalt, granite or concrete – that convey times of construction and styles of buildings.
- Exterior wall materials that convey architectural style.
- Stone and brick masonry.
- Exterior portions of chimneys form and material.

Exterior Basics

- Retain historic materials, when present, particularly those in highly visible locations.
- Repair and replace only damaged or deteriorated elements, as their condition is often varied due to location and exposure.
- Keep protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid applying “technical fixes” or waterproofing coatings and masonry paint due to problems they can introduce; instead repair and maintain using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and incompatible finishes.
- Consult the Paint and Color Section in Chapter 5 when planning to paint or stain exterior materials.

Foundations

- Maintain mortar to protect stone foundations.
- Repoint foundations as needed with mortar appropriate for that location and replicating the style, texture and color of the historic mortar.
- Avoid applying parging coats or swaths of mortar over masonry rather than repairing brick and stone.

Refer to [Preservation Brief 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings](#)

- Maintain concrete foundations in their original conditions and unpainted.
- Address problems before applying a parging coat, if necessary, to a concrete foundation, and maintain the natural concrete color and texture to replicate its original character.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- If desired, block windows from the interior of the basement.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Add egress windows at minimally visible locations.
- Design basement access stairs to be unobtrusive.
- Avoid re-grading to create a walk-out basement in a visible location.

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials as historic character features, including trim elements: corner boards, fascia boards, trim pieces.
- Repair damaged sections of materials in-kind by replicating the dimensions, materials, and finish of the historic material.
- Consider in-kind replacement materials, if necessary.
- Replicate the dimensions, design and finish of materials.



1021 W 8th - This home includes deep eaves, columns, stucco, vertical wood siding, unusual wood baluster details on the balcony, parapets and cut basalt foundation.

- Avoid changing the reveal – how much you can see – of wood siding and shingles.
- Consider replicating the material, particularly at highly-visible and eye-level locations, where it is easy to see what the material is.
- Consider non-historic materials if they replicate dimensions and finish of the historic materials and, for wood alternatives, they can be painted.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Install replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.

Masonry

- Plan repointing projects to replicate the mortar in kind and not change character of the masonry.
- Use recommended mortar type for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate style of mortar placement.

MASONRY

- **Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.**
- **Mortar is both a technical and design element of a masonry wall.**
- **Mortar is the weaker, more porous component and allows moisture to move out of the building.**
- **The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.**
- **Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.**

Refer to **Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings** for technical guidance

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain the historic pattern and dimensions of wood elements and perhaps uneven surface.
- Maintain historic texture and color of stucco.
- Replicate in-kind if necessary, in materials, design, dimensions, color and finish.

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Maintain authenticity by avoiding installation of other historic materials that might have been used when the house was built – but were not.
- Avoid using replacement materials that attempt to imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic materials dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.

Wall Elements

- Recognize that small elements attached to walls, such as lighting fixtures, may not be historic character features but can be intrusive if not traditional in design and materials.
- Mount lighting fixtures in ways that limits damage to exterior wall material.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or around the corner from the street-facing façade on the side wall.

EXTERIOR ASBESTOS SHINGLES

- **Asbestos is a material that must be handled with care.**
- **The standard advice for asbestos shingles on the exterior of buildings is to leave them in place.**
- **Asbestos shingles can be painted.**
- **Fiber-cement shingles have a very similar appearance to asbestos shingles and are an appropriate replacement material.**



CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

ROOFS

Goals

- Maintain of historic character features of the original roof forms and materials.
- Avoid remodeling buildings with the use of roof materials different than those of the original.
- Preserve historic character chimneys.
- Provide framework for recreation of missing tower roofs.
- Retain historic character of smaller roof elements, including exposed rafters and purlins, braces, cornices, and treatment of overhanging eaves.
- Avoid installation of intrusive roof elements such as skylights, on other than flat roofs in highly visible areas.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, time of construction and style of a residence.
- Complex roof forms generally are covered with one consistent roof material.
- Tower roofs with conical or dome shapes are often covered with a different material from the rest of the roof.
- Chimneys often have design features: corbeling, panels and decorative “chimney pots.”
- Parapets edging flat roofs often have elements conveying the style of the building.

Roof Basics

- When present, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile, metal, and slate.
- Avoid remodeling residences with the installation of novelty or brightly colored roof coverings.



1034 W Eighth Ave: This house has a steeply pitched cross gable roof.

- Plan to use Architectural Shingles with more depth and texture similar to historic wood and slate shingles on roofs with large expanses of roof that are part of the character of the house if those materials were used historically.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Maintain and repair roof edging and eave elements and replace any missing elements in-kind.

Roof Chimneys

- Recognize that some chimneys that rise from the roof are historic character features.

**Refer to Preservation Brief 4:
Roofing for Historic Buildings**

- Maintain materials of chimneys as other masonry elements, exposed and in good condition.
- When repair and limited reconstruction is necessary, recreate the form, height, corbeling, paneling and other character features of roof chimneys.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition.

Recreation of tower roofs

- Consider the design and cost of any recreation of a tower roof project carefully.
- Use historic photographs of the house or similar houses in the district to plan the design of the tower and select traditional exterior materials.
- Avoid planning a “reinterpretation” of a tower roof as a remodeling of a historic character feature rather than base the new design on historic evidence found in the district.



The house at 1323 W Eighth Avenue: the house is capped with a complex roof composed of a gambrel roof with tower, hipped and shed dormer roofs.

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting elements as components of architectural style and historic character features.

- Avoid concealing deteriorated elements with thin sheet metal called “panning” or aluminum stock coil material. Instead, address deteriorated material and the cause of deterioration.
- Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.
- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.

Dormers

Existing Dormers

- Retain visible components of dormers: walls, windows, small architectural elements and roofing as historic character.
- Retain contrasting wall material for dormer walls, if present in the historic building, and avoid applying roofing materials to dormer walls.
- Retain dormer roof shape and eave design.
- Retain any special windows in dormers.
- Follow guidance for windows replacement standards (see below) for dormer windows.
- Discuss whether dormer windows above the second story may be classified as not highly visible, depending on the distance from the street.
- Consider dormer windows in non-street-facing facades as minimally-visible or not-visible.
- Select dormer windows for conversion to egress points in least visible areas of the building and make minimal changes needed for egress.



New Dormers

- Plan to add new dormers to the uppermost story in non-visible and minimally-visible areas.
- Avoid planning new dormers for street-facing, highly visible roof slopes.
- Position new dormers towards the rear of the house on side-slopes of roofs.
- Select dormer siding and roofing materials to allow them to blend in with the historic elements of the house.
- Select window shapes and configurations that are traditionally used in dormers and that fill most of the dormer outward-facing.



Top: 1039 W Tenth Ave: Polygonal bay dormer on a hip roof.

Left: 1005 W Twelfth Ave: House has a hip dormer with decorative brackets and deep eaves.

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

PORCHES AND ENTRANCES

Goals

- Maintain all intact historic porches and entrances as they are historic character features.
- Consider recreating as open porches those that have been removed or enclosed, as open porches were quite common in the district.
- Maintain historic materials at this highly-visible portion of houses.
- Avoid the remodeling of entrances and porches by removing them, enclosing them, or adding them where they did not historically exist.

Porches have a standard set of features that determine their character and should not be altered:

- **Depth, width and height of the covered area**
- **Location of steps**
- **Foundation material supporting the floor**
- **Elements between the floor and the roof: posts and railings**
- **Porch roof shape and materials**

Historic Character Features

The entrance to a residential property is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

The entrance sequence for single-family houses in the Cannon Street-car Suburb Historic District often includes a porch and an entrance.

- The porch, like a stoop, provides physical access to the entrance. **Porch** features include the design and materials of: steps, foundation, floor, balustrades, posts or columns; frieze below porch roof edge; and porch roof shape and materials.
- The entrance is where one enters the house. **Entrance** features include: surround (framing) design and materials; side and upper windows design and materials, and door design and materials.

Porch Basics

- Retain the historic components and materials of a porch, when present, if at all possible.
- Repair and replace only very deteriorated and damaged elements, retaining historic material when possible as condition is often varied due to location and exposure.
- Keep porch elements protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid the permanent installation of vinyl panels – solid or with clear panels – to enclose a porch unless the panels can be rolled and stored in a not-visible position

**Refer to Preservation Brief 45:
Preserving Historic Wooden Porches**

Reopening an enclosed porch

- Reopening an enclosed porch can be a rewarding way to restore the historic character of the property.
- Consider carefully how much of the porch to reopen and, if possible, return it to its historic configuration.
- For completely enclosed porches, determine if historic posts and other elements were left in place when the porch was enclosed and look for elements that may remain on the property. Reuse any remaining elements or use them as guides for replacement elements.
- For partially enclosed porches, use posts, brackets, railings and other elements in the open porch area as basis for the design of replacement elements.



1417 W Tenth: Porch is made up of starburst balusters and simple columns.

PORCH RAILINGS

- **Porch railings were common in some porch designs and were omitted in others. Historic porch railings were lower than modern, pre-fabricated ones that are often 36" in height.**
- **Substitute materials may be acceptable in porch railings if the dimensions and design are appropriate for the building**
- **Porch Railing Building Code Requirements:**
- **When the porch floor is less than 30" above grade, there is no requirement for a handrail or a handrail of a specific height.**
- **If a handrail is required, consider how to maintain historic handrail height and add an additional, little-noticed railing above it to meet code requirements or contact the SHPO to see if code relief may be obtained.**

Recreating a Porch

When there is no evidence of an historic porch design, use one of these approaches:

1. Copy a porch design from a nearby house that has the same style and size of porch.
2. Use available millwork components or brick masonry to complete a simplified version of a porch appropriate for, and of the same size as, the historic porch.
3. Create a porch space of the historic size with neutral, unobtrusive components with the emphasis on recreating the porch, rather than its design.
4. Recreate a porch floor at its original height, if it has been removed, by using evidence on the building
5. Use tongue-and-groove flooring to help a recreated porch to complement the historic house.

Porch Floor and Steps

- Maintain traditional material in place for porch steps: stone, brick and concrete.
- Replace irreparable stone steps in kind or with neutral concrete steps.
- Maintain the historic configuration of steps.
- Maintain the handrail location or add handrails at the sides of steps.
- Maintain slight slope of porch floors for water runoff.
- Replace partial or entire individual pieces of tongue-and-groove porch flooring as needed and maintain as much historic material as possible.
- Keep wood floor and steps painted and use sand in paint or non-slip material on steps.
- Keep concrete flooring uncoated to avoid trapping moisture under waterproof coatings.

Porch posts

Wood porch elements are often original character-defining features but are also exposed to the elements. When maintenance has been intermittent, changes throughout Cannon Streetcar Suburb Historic District have included replacement with masonry, other wood elements, boxed-in square columns, or columns of composite materials.

- Repair wood porch posts or columns with small wood Dutchmen repairs and use epoxy to strengthen wood material, as appropriate, and keep painted.
- Select replacement posts or columns to replicate height, use of bases and caps, as well as form and style of original posts, if possible.

Masonry posts and post bases

- Keep original materials in place and repoint as needed.
- Maintain original aesthetic and technical components of mortar.
- Keep masonry unpainted to maintain and expose historic character materials in highly visible areas.

Porch Railings

- Porch railings historically were wood, stone or cast stone, and porch walls at railing height were brick or stone.



919 W Twelfth: Partial width front porch with nearly solid decorative balustrade, shingled columns and deep eaves accentuate this attractive home.

- Maintain the original design of porch railings as they were integral to the porch design.
- Consider using cast stone porch balusters to replace deteriorated stone balusters of similar design and the same dimensions.
- Consider using composite materials to replace wood porch railings if they will receive paint.
- Avoid taller porch railings as they alter the proportions of the design.
- Delay purchasing mass-produced railings and columns until after the issuance of a Certificate of Appropriateness.

Porch Ceiling

- Keep wood ceilings, often tongue-and-groove, painted or varnished.
- Maintain moldings and decorative trim elements at ceiling and entablature areas to keep historic materials exposed near eye level.
- Avoid installing overlay materials (metal or vinyl) that conceal historic materials and trap moisture.

Porch Amenities

Porch lighting and fans do not require review or issuance of a Certificate of Appropriateness.

Tips for planning a porch re-creation:

- Historic Sanborn fire insurance maps show the size of historic porches.
- Be restrained with the use of millwork on a new porch as it will all have to be painted.



907 W Twelfth Avenue: Craftsman style columns and masonry foundation



2927 S Adams Street: The full-width front porch is constructed with masonry columns and solid brick walls with drainage openings.

Sun Porches and Second-Story Sleeping Porches

- Consider retaining portions of porches enclosed with windows as sun porches as an historic alteration.
- Select replacement windows for sun and sleeping porches that are appropriate for the style of the house and nature of the porch, using the **Windows** section of this document.
- Retain the traditional design of sun porches that have windows that are entire or partial window walls: use sash of one size; use a combination of operable and fixed units if desired; and avoid calling undue attention to the area.
- Retain the traditional design of sleeping porches on second stories that usually have consistent windows filling the upper walls above a low solid wall.

ENTRANCE PITFALLS:

- **Doors of different style than the building.**
- **Purchase of mass-produced door or pre-hung door that cannot be used in historic opening.**
- **Removal of decorative wood framing elements and side windows.**
- **Not refinishing historic door for continued use.**
- **Failure to receive a building permit for replacing a front door and jamb.**

- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors to be appropriate for the style and age of the house and door.
- Avoid use of glass blocks in an entrance assembly to replace window sash.

This home at 1201 S Adams retains excellent integrity in terms of the recessed entry and original front door.

Entrance Basics

- Retain all historic elements of an entrance – framing and decorative components, windows if any, and door – as historic character features.
- Select a replacement door, if needed, in the appropriate style and with the appropriate extent of glazing for the age and style of the building.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.



CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL WINDOWS

Goals

- Recognize that windows are one of the most important architectural features of a building and are a character element.
- Maintain the historic character of all windows in historic contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid replacing windows for energy conservation, as that is not necessary to control heat loss and there are other, more effective means to control heat loss.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration, pattern of windows, with no additions or subtractions, except in minimally-visible and private locations.

Historic Character Features

Windows have several characteristics:

- Windows are openings of particular size and orientation vertically or horizontally.
- Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
 - Frames have dimensions relating to the size of the opening and operation of the sash.
 - Moldings, including wood “brick molding,” have profiles that add shadows, depth, and interest to historic façades.

- Window sash has various characteristics:
 - Material
 - Dimensions and amount of glazing
 - Configuration (number of sash in an opening and divisions in the glass)
 - Operation: hung, casement, fixed, awning



Original wood windows at the home at 1106 W Ninth Avenue.

**Refer to Preservation Brief 9:
The Repair of Historic Wood Windows**

Window Basics

- Retain historic wood sash windows as a high-quality, well-performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and framing elements.
- Consider the use of storm windows for heat retention.
- Avoid remodeling by changing major characteristics of windows.
- Plan to replicate any special window through custom fabrication.
- Avoid converting a door to a window or a window to a door in highly visible locations as this alters historic character.

TRUE DIVIDED LIGHTS

- Windows are divided into small sections of panes – lights – by wood or metal muntins.
- Specific patterns of muntins are closely aligned with some architectural styles and are hence design elements.
- Windows with decorative muntin designs are “special windows” and should be retained as they are difficult and expensive to replicate.
- Muntins provide depth of profiles and shadow lines: historic character.
- Simulated divided lights with snap-in or sandwiched grids do not replicate the character of historic sash and do NOT look the same.
- Sash with simulated divided lights is not appropriate in historic buildings in highly visible locations.

Ways to reduce heat loss at windows:

- Use storm windows on the outside
- Seal all cracks around window frames that allow air and heat to leak out with caulking and weather-stripping
- Use interior curtains or install interior storm windows
- Explore whether double-glazed standard sash could be installed in existing window frames

Other ways to reduce heat loss

- Install insulation above ceilings in attic spaces and below floors in basements to provide barriers between heated and unheated spaces. Be sure to install insulation in the correct locations.
- Insulate exterior walls
- Improve efficiency of the heating system



WINDOW TERMINOLOGY

- Special window: units that have decorative muntin patterns; leaded glass; etched, opaque and colored glass; curved glass.
- Standard window: units that are common, basic glass held in a simple wood frame.
- Muntins: narrow strips of wood that hold small panes of glass that may be decorative or simple.
- Mullions: wider divisions, usually wood, that separate each sash in a grouped sash assembly.
- Light: the pane of glass held by muntins that are often counted do describe windows, as in one-over-one (lights) or six-over-one (lights)
- Operation: refers to various ways to open windows, as in sliding up a hung sash, pushing casement sash out to the side, and pushing out a lever to open awning sash.



Planning a window replacement project:

- Consider sash replacement only and retain and reuse window frames and any brick molding.
- Select replacement windows as you would any expensive item: compare companies, windows and prices.
- Retain and replicate the historic character features of the entire window and its sash.
 - Retain historic size and shape of the opening.
 - Select windows that fill the opening without making it smaller.
 - Select windows that do not require a second set of framing elements as this reduces glazed area.
 - Retain window moldings as significant historic character features that can be repaired.
- Replicate any wood brick molding that covers the joint between the window and wall with millwork that replicates the historic molding on the building or is a reasonably close alternative design suitable for the style of the building.
- Select window sash that replicate the characteristics of the historic:
 - Very similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that glazed area is very close to what it was historically.
 - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
 - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
 - Select sash that has the same operation – how a window is opened – or, if fixed, appears to have the same operation.

VISIBILITY MATTERS:

- Windows are important building elements positioned at and near eye-level.
- When windows are highly visible, as on a public street-facing façade, the material of the windows can be perceived: replicate the material of the historic sash as well as other design elements.
- When windows are visible on side elevations and are standard sash, alternative materials can be used if desired if all other aspects of the sash replicate the historic sash.
- When windows are minimally visible and standard in design, replicate the size, operation and configuration of historic sash; alternative materials can be used, and dimensions do not have to be as close to the original.

Use Visibility and Location to Determine Materials

At **highly visible** and **visible locations**, plan to replicate material or its character:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that replicate historic sash and can be painted

For metal windows use:

- Iron or aluminum

Replicate any special window that must be replaced with custom mill-work so that it matches the historic window in design, size, operation, configuration, materials, and dimensions.

At **minimally visible** and **not visible** locations of the building:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that can be painted
- Vinyl

At **private, not visible** locations:

- Windows can be of any material, configuration, and operation.
- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

KEEP IN MIND: Historic houses were built with one type of window sash and therefore materials were consistent from room to room. While these standards allow for the use of sash of replacement materials in minimally visible areas, seeing different kinds of window materials on the interior may not be visually pleasing.

Storm Windows

New and replacement storm windows:

- Consider retaining existing storm sash.
- Select wood or metal storm windows.
- Select configurations of storm sash that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using removable interior storm sash for casement windows.

New Windows in Highly-Visible and Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings on a side elevation.

Blocking and Changing Window Openings

- Plan to maintain all window openings and sash in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas

Skylights

- Avoid adding skylight openings in street-facing sloped roofs, both main and secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.



***H*ighly visible locations: avoid the selection of vinyl windows.**

The limitations of vinyl windows in meeting historic district standards:

- **Vinyl sash may not be available in historic dimensions and reducing the size of an opening to hold narrower or shorter sash is not appropriate.**
- **Vinyl sash does not replicate the dimensions of the taller bottom rail, has a flat appearance, often has meeting rails that do not meet, and true divided light designs are not available.**
- **Simulated muntins placed on the interior of the glass are not appropriate as they do not have the same appearance.**

Left: This home at 1425 W. Eighth Avenue has had significant window replacement work on the primary facade. Changes appear to include internal vinyl grid windows on the second floor and what was more than likely a full width front porch that was enclosed at some point in the past and also includes vinyl windows.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL

EXTERIOR WALLS: FOUNDATIONS, WALLS, SMALLER ELEMENTS

Goals

- Maintain the historic character through exposed, well-maintained materials that are historic character features in highly-visible locations.
- Avoid coating of foundation materials rather than repair and maintenance.
- Repair and replace damaged areas of exterior siding materials.
- Guide selection of replacement materials and avoid use of non-appropriate imitative materials.

Historic Character Features

- Above-grade foundation materials related to time of construction and style of buildings.
- Exterior wall materials related to architectural style.
- Relationship between stone and brick masonry and mortar.

Exterior Basics

- Retain the historic materials, when present, particularly those on highly visible locations.
- Repair and replace only very deteriorated and damaged elements, as condition is often varied due to location and exposure.
- Avoid applying “technical fixes” or waterproofing coatings and masonry paint due to problems they can introduce; instead repair and maintain masonry using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and characteristics.

Foundations

- Maintain mortar in good condition to protect stone foundations.
- Repoint foundations as needed with appropriate mortar that replicates the style, texture and color of historic mortar.
- Avoid applying parging coats or swaths of mortar rather than repairing or replacing brick and stone.
- Maintain concrete foundations in their original conditions and unpainted.
- Address problems before applying a parging coat if necessary, to a concrete foundation, maintaining the natural concrete color and texture to replicate its original character.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Avoid re-grading to create a walkout basement in a visible location.

Refer to [Preservation Brief 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings](#)

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials as historic character features, including trim elements: corner boards, fascia boards and trim pieces.
- Repair damaged sections of materials in-kind – replicating the dimensions, materials, and finish of the historic material.
- Consider in-kind replacement materials, if necessary.
 - Replicate the dimensions, design and finish of materials.
 - Avoid changing the reveal – how much you can see – of wood siding and shingles.
 - Consider replicating the material, particularly at highly-visible and eye-level locations, where it is easy to see what the material is.



EXTERIOR ASBESTOS SHINGLES

- **Asbestos is a material that must be handled with care.**
- **The standard advice for asbestos shingles on the exterior of buildings is to leave them in place.**
- **Asbestos shingles can be painted.**
- **Fiber-cement shingles have a very similar appearance to asbestos shingles and are an appropriate replacement material.**

- Consider non-historic materials if they replicate dimensions and finish of the historic materials. Finish means materials that accept paint for wood alternatives.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Apply replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.

The apartment building at 612 S Cedar retains wood clapboard siding and sits on a raised stone foundation. This type of multi-family building would have originally been known as a “double-house,” but over the years has been further separated internally to include at least four units.

Masonry

- Plan repointing projects to replicate mortar in-kind and not change character of the masonry.
- Use recommended mortar for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate style of mortar placement.

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.
- Recognize that some chimneys that project through the roof convey architectural style and maintain as historic character features.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain historic pattern and dimensions of wood elements, and perhaps uneven surface.
- Maintain historic texture and color of stucco.
- Replicate in-kind if necessary, in materials, design, dimensions, color and finish.

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Maintain authenticity of the historic design by avoiding installation of other historic materials that might have been used when the house was built – but were not.
- Avoid using replacement materials that imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic materials dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.



This multi-family apartment building at 1212 W Seventh originally had open or sleeping porches on the second and third floor. Although those features have been lost, the building still conveys its historic use and much of the original material remains.

Wall Elements

- Recognize that small elements attached to walls such as lighting fixtures may not be historic character features but can be intrusive if now traditional in design and materials.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or adjacent to the street-facing façade on the side wall.
- Mount lighting fixtures in ways that limit damage to exterior wall material.

Refer to **Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings** for technical guidance



The small apartment building at 1023 S Monroe retains very good integrity except for the replacement of windows on the main facade. Right: The building in 1940, photo courtesy of the NWMAC L87-1.19183-40.

MASONRY

- **Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.**
- **Mortar is both a technical and design element of a masonry wall.**
- **Mortar is the weaker, more porous component and allows moisture to move out of the building.**
- **The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.**
- **Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.**



CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL ROOFS

Goals

- Maintain the historic character of original roof forms and materials.
- Avoid remodeling buildings with the use of roof materials different than those of the original.
- Retain parapets surrounding flat roofs in original dimensions, configuration and materials.
- Retain smaller roof elements on pitched roofs.
- Avoid installation of intrusive roof elements such as skylights, decks on other than flat roofs.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, time of construction and style of a residence.
- Parapets edging flat and low-pitched roofs serve as visual terminations of the façade and protect flat roofs.

Roof Basics

- When present, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile and slates.

- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Maintain and repair roof edging elements and replace any missing elements.
- Recognize that parapets are both wall and roof elements, as they are the termination of the walls that edge flat roofs.
- Retain historic configuration of parapets as they have important functional and aesthetic functions.



The Italian Renaissance style apartment building at 2306 W Pacific Avenue stands three stories tall in a rectangular plan that is capped with a flat roof edged with parapets exhibiting a dentilated cornice

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting cornice elements as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with “panning” or aluminum stock coil material rather than addressing deteriorated material and the cause of deterioration.
- Use existing elements to replace missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the third-story and above

- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Parapets

- Retain all parapets, the low walls rising above flat or nearly flat areas of roofs as architectural features.
- Rebuild any missing areas of parapets to the original height using in-kind materials.
- Maintain a water-shedding terminating element at the top edge – a coping – and replace in-kind with masonry or other material.
- Avoid replacing parapet coping with sheet-metal bent to fit the wall.
- Avoid redesigning parapets with the use of additional materials, decorative elements, or change in height.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements to replace missing ones in design, dimensions, and likely in material, although cast composite elements might be available and appropriate to use at the third-story and above.

Flat Roof Elements

- Retain roofline with no upward projecting elements if possible as many apartment buildings do not have elevators and shaft enclosures rising above flat roofs.
- Position any new equipment or shaft enclosures in not-visible or minimally-visible locations.
- Plan any roof amenities, as decks with lighting, to be minimally-visible or not-visible from adjacent sidewalks.

- See Additions (Chapter 5) for standards for adding usable space on the roof.

Dormers

See Single-Family Residence (Chapter 3) Roof Section for Standards for Dormers



The Renaissance Revival style Elm Apartments at 1905 W Second Avenue stands three stories tall and is capped with a flat roof with projecting eaves and a prominent stone cornice.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL ENTRANCES

Goals

- Maintain the historic character of all entrances.
- Maintain historic materials at this highly-visible portion of buildings.
- Avoid the remodeling of entrances.
- Provide guidance for designing increasing accessibility at an entrance.

Historic Character Features

The entrance to an apartment building is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

- Apartment building entrances are often recessed with an exterior vestibule rather than a porch to shelter the entrance and may have steps and a handrail.
- Often, entrances exhibit high-quality materials for wall materials, doors, hardware, signs and mailboxes.
- The entrance likely consists of a surround (framing) with character-defining design and materials, including side and upper windows and doors.
- When there are steps to the entrance, their design and material are historic character-defining features.

Entrance Basics

- When present, retain the historic components of the entrance if at all possible.
- Repair and replace only deteriorated or damaged elements, retaining historic material when possible, as condition is often varied due to location and exposure.

- Retain exposed exterior vestibule walls and maintain them as exterior materials.
- Retain exterior vestibule flooring, which likely is historic masonry material.
- Retain exterior vestibule ceiling as historic material and without lowering its height.
- Retain historic lighting fixtures, signs, mailboxes, even if not in use.



The apartments at 801 S Monroe retain their configuration of stoops and full width porch.

Entrances and Doors

- Retain all elements of the entrance – framing and decorative components, windows if any, and doors – as historic character features.
- Retain doors and replace in kind – materials, extent of glazing, configuration – if necessary.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors appropriate for the style of the building and door.
- Install awnings appropriate in scale, made of canvas, and traditional in design with a front slope and avoid newer forms and materials and designs that are overly conspicuous.
- Install entrance canopies of traditional design and materials, in a pleasing scale for the entrance.

Guidance for Creating Accessibility

- Plan accessibility projects with a professional knowledge about the range of solutions so that the design of the project considers alternatives.
- Consider changing grade of pavement to eliminate one step.
- Design any ramp to be as integrated into the design of the entrance and its landscaping as possible.

- Select ramp railings to coordinate with the style of the building and materials of the entrance.
- Redesign entrance configuration to provide a wider opening, while retaining as much of the historic configuration as possible.



The apartments at 820 S Monroe have had their entry doors altered at some point in the past.

Right: The same building in 1940 showing original doors. Photo courtesy of the NWMAC L87-1.17685-40



CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL WINDOWS

Goals

- Recognize that windows are one of the most important architectural features of a building and are a defining element of historic buildings.
- Recognize that in some styles of apartment buildings, including Minimal Traditional, windows contribute significantly to historic character as there are few other architectural elements.
- Maintain the historic character of all windows in historic contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid replacing windows for energy conservation, as there are other, more effective means to control heat loss.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration with no additions or subtractions, except in minimally-visible and private locations.

Historic Character Features

- Apartment buildings are more likely to have fenestration patterns related to the interior layout of units and perhaps a special, larger stair-hall window.
- Windows are likely to be uniform throughout the building in material, design, and operation, per location in the unit and hence uniformity is a historic character feature.

- Windows have several characteristics:

- Windows are openings of particular size and orientation vertically/horizontally.
- Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
- Frames have dimensions relating to the size of the opening and operation of the sash.
- Moldings have profiles that add shadows, depth, and interest to the historic façade.



The small apartment building at 814 S Lincoln Place shows a tripartite window configuration.

- Window sash has various characteristics:
 - Material
 - Dimensions and amount of glazing
 - Configuration (number of sash in an opening and divisions in the glass)
 - Operation: hung, casement, fixed, awning

See Chapter 3: Single Family Residential Windows for more information on windows.

Window Basics

- Retain historic wood sash windows as a high-quality, well-performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and assemblies.
- Consider the use of storm windows for heat retention.
- Avoid remodeling by changing major characteristics of windows.
- Plan to replicate any special window through custom fabrication.
- Avoid converting a door to a window or a window to a door as this alters the historic character.

Planning a window replacement project:

- Consider sash replacement only and retaining and re-using window frames and brick molding.
- Consider more than one vendor for the specific characteristics necessary in replacement windows.
- Retain and replicate the historic character features of the entire window and its sash.
 - Retain historic size and shape of the opening.

- Select windows that fill the opening without any blocking down at the top, bottom or sides.
- Select windows that do not require a second set of framing as this reduces the glazed area.



Windows at the small apartment building at 820 S Monroe are intact and include a decorative leaded glass transom.

Use Visibility and Location to Determine Materials

At highly visible and visible locations, plan to replicate material or its character:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that replicate historic sash and can be painted

For metal windows use:

- Iron and aluminum

Replicate any special window that must be replaced with custom millwork so that it replicates the historic window in design, size, operation, configuration, materials, and dimensions.

At **minimally visible** and **not visible** locations of the building:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that can be painted
- Vinyl



The apartment building at 823 S Monroe appears to have had open porches enclosed quite some time ago as is evidenced by the wood 6:9 paned windows.

At **private, not visible** locations:

- Windows can be of any material, configuration, and operation.
- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.
- Select window sash that replicate the characteristics of the historic:
 - Very similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that percent glazing is very close to the historic amount.
 - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
 - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
 - Select sash that has the same operation or – if fixed – appears to have the same operation.

Fenestration in **private, not visible** facades:

- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

Storm Windows

New and replacement storm windows:

- Select wood or metal storm windows.
- Select configurations that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using interior storm sash for casement windows.

Consider Balcony Doors as Windows

- Recognize that multiple doors and door and window combination that provide access to private balconies are historic character features similar to windows on public street-facing facades.
- Consider the visibility of balcony doors on other visible facades in terms of consistency.
- Retain design, materials and configuration of doors, if replaced, at public-street-facing façades.
- Maintain uniformity of balcony doors at all visible locations.



This apartment building at 805 S Adams was constructed in 1947 . Photo courtesy of the NWMAC L87-1.69575-52.

Window plans for condominiums or large apartment buildings

- Plan a major window replacement project with pre-approval of identical sash and balcony doors, if present, for each unit to maintain uniformity in apartment building sash, particularly on public, street-facing façades.
- Obtain approval for the window replacement project and make sure the replacement plan is followed.

New Windows in Highly-Visible and Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings.
- In some cases, new windows can be added on an elevation to light a stair hall or similar area.

Blocking Window Openings

- Plan to maintain all window openings in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas.

Skylights

- Avoid installing skylight openings in street-facing sloped roofs: main or secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

PAINT AND USE OF COLOR

Goals

- Allow property owners to paint traditionally-painted materials in colors they select.
- Avoid visually disruptive use of color by providing some guidelines.
- Retain the inherent original color in all masonry materials.
- Avoid the painting of masonry materials – brick, stone, terra cotta, cast stone – that should not be painted for both technical and historic character reasons.

Paint and Color Basics

- Historically, paint color was derived from mineral pigments and these natural, earth-toned colors remained in common use in the built environment.
- Many cities do not review and approve paint colors used for painted portions of buildings. The HPO is adopting this practice for the Cannon Streetcar Suburb Historic District, although individually listed properties on the Spokane Register do go through paint color review.
- The fact that paint is a relatively short-term presence in the historic district supports this approach to not approve the color of paint.
- Retaining the inherent color of masonry materials exposed and unpainted is critical as they are historic character features and can be harmed by the application of paint and other coatings.
- Use the correct type of exterior paint for the material to be painted.

USING TRADITIONAL PAINT COLORS

- **Traditional paint colors are derived from mineral pigments, natural materials.**
- **These same colors appear in the various shades of brick.**
- **Historic paint catalogs present small samples of these colors and are good references. The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).**
- **The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.**

Paint, Stain and Coating Review

- Apply for a COA for the application of paint if a property owner desires to paint an unpainted surface such as masonry or stone.
- Select and apply paint or stain without applying for a COA on traditionally coated materials:
 - wood;
 - substitute materials that receive paint;
 - stucco;
 - some metal elements, such as porch railings.

- Consider using consolidating materials such as epoxy and water-proofing coatings only on material that is in active deterioration, and then, with caution, as such coatings can trap moisture and create laminated sections of materials and cause more damage.
- Plan to repair cracks and apply paint on stucco rather than an additional layer of plaster or mortar, called parging.



USING PAINT TO HIGHLIGHT THE DETAILS ON QUEEN ANNE HOUSES

- After a period when many Queen Anne Houses were painted white or one color, the use of several colors to accentuate ornamental details began in San Francisco during the 1960s, popularized by the term “Painted Ladies.”
- Some property owners have used paint to highlight architectural details in Cannon Streetcar Suburb HD and these standards support the freedom to select paint colors and design color schemes.

Paint color selection tips:

- **Traditional paint colors are derived from mineral pigments, natural materials.**
- **These same colors appear in the various shades of brick.**
- **Historic paint catalogs present small samples of these colors and are good references. The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).**
- **The Sherwin Williams Company’s Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.**

Colors to avoid on the exterior:

- **Black as it absorbs heat and will fade.**
- **Bright tropical colors that don’t seem to fit in Spokane.**
- **Pastel colors that don’t fit with the medium to dark values and saturated colors of traditional masonry colors.**
- **Colors that are inharmonious with existing masonry colors.**

CHAPTER 5: DISTRICT-WIDE GUIDELINES

SITE AND LANDSCAPING

Goals

- Maintain the historic character of the district with traditional landscape elements and do not introduce intrusive elements.
- Maintain the historic pattern of curb cuts and driveways as secondary elements of residential properties and streetscapes.
- Maintain traditional ratios of vegetation and buildings and paved areas.

Historic Character Features

- The historic urban residential pattern incorporates a mature tree canopy and other plantings that provide variety in the vegetation and shade for people and enhance the experience of walking in the neighborhood.
- Concrete on-premises walks connect public sidewalks and entrances of both houses and apartment buildings.
- Buildings built as single-family houses provide for automobiles with curb cuts, narrow driveways and garages.
- Apartments provide for automobiles with curb cuts and parking lots, carports, and garages.
- Few fences divide the front and side lawns of properties in the district.
- The remaining brick streets in the district document the appearance of historic streets.

Fences

- Recognize the historic pattern of few fences separating front yards in the historic district.
- Plan fence projects in compliance with the City of Spokane's Fences Residential Zoning guide.
- Plan open fencing at the 42" height in front of the building.
- Plan for 6-foot privacy fencing at lot perimeter behind the public façade of the house.
- Avoid using fencing to recast the character of the property, as in adding a grand masonry pier-framed front gate.
- Consider traditional materials for walls and fencing in the historic district: masonry walls; masonry pier and metal panel fences; metal fences; and wood privacy fencing.
- Avoid use of imitative materials such as shiny vinyl as inauthentic components of the historic district in highly-visible, public areas and limit their use to minimally visible and not visible locations.
- Avoid use of chain-link fencing as open fencing in front yards it was not used historically in that location.

Hardscape

- Keep and maintain historic hardscape features in highly-visible areas, in particular stone retaining walls
- Keep and maintain the traditional ratio of paved on-premises paths and building to lawn and vegetated areas.

- Use traditional materials for on-premises sidewalks and hardscape. Use concrete unless there is evidence of brick or stone paving.
- Plan new exterior hardscape amenities, such as patios, water features, pergolas, and gazebos in minimally visible, private locations of the property.
- Avoid using hardscape design to suggest an inauthentic historic feature or changing the character of the historic setting.

Small Lawn Features

- Install sculpture, fountains, and other artistic elements without review for a Certificate of Appropriateness.

Vegetation

- Maintain approximately 70-80 percent of the area of the property not covered by the building as vegetation to approximate traditional patterns.
- Carefully select areas for Xeriscaping that mostly maintains historic district lawn patterns.
- Install all vegetation without review for a Certificate of Appropriateness.
- Consider maintaining the historic urban canopy of the Cannon Streetcar Suburb Historic District by maintaining trees on each property and planting new ones.



Above: The home at 1323 W Eighth includes impressive hardscaping that ties directly into the design of the house with cut stone lining the walkway.



Bottom: The original carriage house to the home above, this house contains a rough basalt columned gazebo in the yard.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

NEW ELEMENTS: ENERGY GENERATION, COMMUNICATIONS EQUIPMENT, TRANSPORTATION ACCESS

Goals

- Afford possibilities for incorporating elements necessary and desired for urban life into the district.
- Recognize that features such as solar panels communication and utility elements can be technically visible in historic districts without altering its overall historic character but cannot be visually intrusive.
- As a historic transit-oriented neighborhood, allow for the presence of public transportation and access facilities in the district without design review by the HPO.
- Balance competing goals of retaining historic character with the presence of features that represent other environmental interests.

New Element Basics

- Consider the degree of visibility and placement when planning to install new elements in historic districts.
- New types of installations shall not be considered to be intrusive in the historic district unless they constitute a dominant pattern of conspicuous elements.

Solar Panels

- Plan a solar panel installation that minimizes visibility of the panels by:
 - Using rear-sloping roofs and garage roofs if possible;
 - Using the rear portion of side-facing roofs;

- Avoiding street-sloping roofs;
- Avoiding placement on porch and dormer roofs;
- Placing panels on flat roofs.

Plan a solar panel installation that minimizes visual intrusion by:

- Using regular rectangular forms for grouped panels;
- Installing panels as close to and parallel to a roof slope;
- Avoid considering new properties devoted to solar generation, such as a lot-sized solar panel installation.



An example of solar panel placement on an historic house in San Francisco.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

ADDITIONS

Goals

- Maintain the historic character of the building by ensuring that its original plan and massing are evident.
- Maintain the historic portion of the building as dominant in perceptions of the property through the use of secondary additions.
- Provide guidance for the design of additions that balance both compatibility and differentiation.
- Provide guidance for the design of replacement or new exterior access staircases.
- Provide guidance for the siting and design of new garages.

Additions Basics

- Plan additions to be not highly-visible changes to a contributing property.
- Consider the most important determinations of appropriateness for new additions to be location and scale.
- Design and materials can increase or decrease the appropriateness of an addition.

Location and Scale for Additions

- Plan an addition to be located adjacent to a rear, private elevation or the rear of a visible side elevation and to be minimally visible in the district.

- Locate an addition on a side elevation at the rear of the building, leaving the front third of the original wall exposed.
- Design an addition at a scale that is secondary to the historic building so it would be slightly lower in height and smaller in footprint.



This house at 1117 W Tenth Avenue had a large, incompatible addition added in the 1950s when it functioned as a nursing facility.

- Plan an addition's massing to avoid significant contrast.
- Avoid introducing non-traditional materials in visible areas of the addition.
- Consider common traditional extensions of historic residences, such as sun porches and sleeping porches on the second story, as the inspiration for the design of additions.

Materials and Design for Additions

- Design an addition that is more compatible than differentiated in design if most of it is visible in the historic district.
- Design an addition in materials that replicate, or are quite similar to, those of the historic building, considering slight differences, such as in the exposure of lapped siding or brick color or texture.

- Consider using a simplified version of the style of the historic building for an addition.
- Consider varying the grouping of windows of similar scale to provide compatibility but not introducing significantly different fenestration in visible areas.
- Avoid introducing non-traditional materials in visible areas of the addition.

Exterior space additions

- Plan for new decks, porches, balconies, pools, and other amenities to be located in private and the least visible portion of the property.
- Plan for these types of additions to be not visible in the district to avoid the need for design and materials review.



Above: The garage at 903 S Adams Street was designed by Kirtland Cutter for the Woldson family not long after the home was constructed.

Right: This garage on Lincoln Street was completed in 2019 and is located behind and lower than the historic home.



- Plan for the review of exterior additions that are minimally visible in terms of scale, location and materials.

Exterior Stairs

- Maintain existing exterior access stairs to upper floor rental units if needed; remove stairs if no longer used.
- Plan to replace access stairs in ways that minimize their visual presence through location, scale and materials.
- Place stairs in locations that minimize their visibility.
- Design stairs to be steps and landings only and do not incorporate any exterior amenity space, if not located on a private, rear facade.
- Use materials and color to help the stairs not stand out against the building to which they are adjacent.

Garages

- Maintain historic garages that contribute to the historic character of the property.
- Site new free-standing garages at the rear of the property or at least behind the residence.
- Site attached garages to the rear, non-visible portion of the historic building. Garages that are attached to a contributing historic building will be treated as an addition.
- Site a garage so that no more than two garage bays are visible from the street.
- Design a garage as a traditional, one-story non-intrusive building with a gable roof, single siding material, garage doors, people door, and windows.

- Design a garage with occupiable space on the upper level to be in scale with lot, sited as other garages, and compatible with the primary residential building on the property.
- Use one of these approaches:
 - Maintain height and scale of an historic two-story carriage house but avoid replicating aspects of the main building
 - Design the building to be perceived as a contemporary garage with apartment above.
- Consider using a simplified treatment of the historic style of the main house using roof type, materials and color to minimize intrusiveness.
- After careful consideration with property owners in the proposed district, a free-standing garage construction in the Cannon Streetcar Suburb will NOT require a COA. However, if the garage touches the house, a COA will be required.

Storage Sheds, Chicken Coops and Other Sheds

Select a location in a place that is not visible or minimally visible.

Secondary Living Units

- Site new building at the least visible portion of the property to not significantly impact the historic building or streetscape.
- Design the building to be in scale with the lot and compatible with, yet secondary to, the primary residential building on the property.
- Accessory dwelling units (ADUs) will not require a COA in the Cannon Streetcar Suburb Historic District.



The carriage house at 801 S Lincoln is an early example of an accessory dwelling. It originally belonged to the house at 811 S Lincoln, but somehow became associated with the house at 801 over the years. The design certainly makes more sense with the house to the south (below):



CHAPTER 5: DISTRICT-WIDE GUIDELINES

USE OF COMPOSITE BUILDING MATERIALS

Basics

- Composite building material are those that are engineered for performance in exterior applications and often comprised of several materials.
- The composite building materials field is dynamic and will offer new products over time that property owners will want to consider as appropriate for use in historic districts.
- Composite materials have many attributes as exterior building materials – lightweight and durable, for instance. While those attributes may be good, they do not outweigh other considerations for use on historic buildings.

For many years, the use of molded fiberglass or other polymer materials for small elements of – and even sections of – cornices have been acceptable as the design and dimensions of the pieces are “in-kind.”

When considered for use on historic buildings, composite materials of various types must be evaluated in terms of:

- Ability to be cast, extruded, and stamped to replicate historic elements in design and dimensions
- Ability to have a finish that does not have a shine, false grain or other texture, or other characteristics that readily identify it as a non-traditional material
 - Historically all exterior wood elements were finished with an opaque stain or paint.
 - Both finishes conceal the presence of wood graining and have a smooth, not-textured finish.
 - Any original sheen on exterior paint and opaque stain quickly weathers to a less shiny state.

Avoid the use of composite materials used for elements of porches that must be installed with visible brackets, rather than by the traditional inset joints of wood elements.

Consider composite materials only if they can be painted with exterior or house paint and installed without visible joints, are of appropriate design and dimensions, and in consultation with HPO staff.

Refer to **Preservation Brief 16:**
The Use of Substitute Materials on Historic Building Exteriors



Notice what some composite siding materials look like (above). The false graining is not historically appropriate. The house below has wood clapboard siding which would have originally been sanded smooth and painted, concealing the grain.

CHAPTER 6: NON-CONTRIBUTING BUILDINGS

Goals

- Keep non-contributing buildings as compatible elements in the historic district.
- Provide owners of non-contributing buildings a range of options for building management without increasing the visual presence of such buildings in the district.
- Avoid the partial remodeling of non-contributing buildings.



The building at 1119 W 11th was constructed in 1984, outside of the period of significance and therefore is considered “non-contributing.”

Compatibility Basics: Non-Contributing Buildings Built after 1955

- Proposed changes to non-contributing buildings will be compatible if they do not result in incompletely remodeled buildings or introduce elements that are visually intrusive.
- Non-contributing buildings in the Cannon Streetcar Suburb Historic District in 2020 tend to be in their original conditions in terms of design and materials, although some buildings have replacement siding and windows.
- These buildings are coherent designs representing residential preferences, primarily of the 1950s through the 1970s.
- These buildings tend to be compatible with the historic, contributing buildings in the district due to their siting, scale and materials.
- Owners can choose to retain these buildings as designed, update them, or replace them as they do not contribute to the historic significance of the district.

That said, they should not be altered in ways that make them less compatible and more intrusive in the district.

Project Planning

- Consider retaining the original design intact as it is likely compatible with its surrounding environment in the district.
- Consider a renovation:
 - Complete repainting or residing of the exterior walls for a new exterior appearance
 - Updating amenities: i.e., new balcony railings and access doors; or

- Replacing all window sash.
- Consider a featured update:
 - New enhanced shelter or updated design for the main entrance.
 - Better shelter between parking and rear entrances.
 - Landscaping.
- Review the Standards for New Construction so that renovating and updating projects maintain the goals of visual compatibility and contemporary design.

Compatibility Basics: Non-Contributing Historic Buildings Due to Loss of Integrity

- Proposed changes to non-contributing historic buildings due to loss of historic character should not further their incompatibility in the historic district. On the other hand, changes that reverse loss of historic character elements are welcome to enhance the sense of compatibility.
- Proposed changes are compatible if they are grounded in the architectural vocabulary of the historic district and do not introduce a false sense of history through redesign.

Project Planning

- Use the guidance in Chapters 3 and 4 to design elements and select materials that are appropriate for the building type and district.
- Plan on working within the original building type and style of the building and avoid remodeling the building.



Although this house was built in 1902 and is within the period of significance, changes over the years have made it “non-contributing” to the district.

- Use well-planned exterior changes to correct loss of historic character to the building plan, exterior materials and windows.
- If desired, improve exterior historic integrity to the point where a building can be categorized as contributing and use incentives programs.

CHAPTER 7: NEW CONSTRUCTION

Design review of new construction in historic districts has a particular goal: new buildings designed to fit into – or are compatible with – the historic streetscapes of the district. Because the “sense of place” is a characteristic of an historic district, how that environment changes with new construction matters because it is a permanent change in the district.

Compatibility Basics: Context Sensitive Design

The field of historic preservation has long used the concept of “context sensitive design” but uses the term “compatible.” Designing for a specific site within the historic district allows for compatible new construction in one spot that may not be suitable for another site within the district. Architects will need to think carefully about how the new building fits in with the immediate surroundings as well as the neighborhood as a whole.

This concept of compatibility is spelled out in the National Park Service’s Secretary of Interior’s Standards for the Treatment of Historic Properties. That set of standards includes The Standards for Rehabilitation that are the basis for the Cannon Streetcar Suburb Historic District Design Standards and Guidelines. This guidance uses the term “compatible” in both the technical sense – as in not introducing incompatible materials – as well as in the visual terms like massing, scale and set back. The guidance notes that compatibility can be achieved with various design solutions.

It is important to note that “compatibility” is not “comparability.” Compatibility can be defined in terms of the absence of conflict; in more casual and visual terms, it can mean being a good neighbor in that a building “fits in.” Comparability is a very close state of compatibility, in that the two things have enough in common that they



can be compared meaningfully. The common phrase “don’t compare apples to oranges” refers to real differences. Apples are not oranges, but they are compatible in the fruit bowl. Compatibility may incorporate comparability – which in the built environment can include some form of replication.

Approximately 25% of the properties within the Cannon Streetcar Suburb Historic District are non-contributing and these properties

ZONING IN CANNON STREETCAR SUBURB HISTORIC DISTRICT

Design review in historic districts does not address land use. The Cannon Streetcar Suburb Historic District has a mix of zoning. The southern portion contains Single Family Residential while the central area contains Residential Multi-family. The northern part of the district includes Residential High Density and even Office Retail with a height limit of 150 feet.

could be redeveloped. The built environment in the historic district will change over time, but the historic, contributing buildings will continue to provide the underlying historic character for the residential area.

In order to encourage creative design solutions within the Cannon Historic District, a design framework and compatibility scoresheet were

created. This approach is open ended rather than prescriptive. In a nutshell, we are not going to tell you how to design a building for the district. There are no requirements for flat roofs or pitched roofs – but if the surrounding buildings all have pitched roofs, the new building will score higher if a pitched roof is incorporated into the design. The framework for context-sensitive new construction is firmly grounded in compatible contemporary design: design that is clearly of

the 21st century and doesn't try to fool the viewer into thinking that it might be historic, but at the same time, it still fits into the historic district as compatible design.

This is how it will work: architects propose new designs. The Design Review Committee of the Spokane Historic Landmarks Commission will use the compatible design framework and scoresheet to determine how compatible the project is. That will then shape the conversations about the appropriateness of that design for a specific site in the historic district. The framework is intended to not favor any particular era or style of design – but it does rely on long-held principles of building design.

The overarching goal of this framework for new construction is that new buildings in the district will not diminish the historic character of the neighborhood, or district, as a whole. Compatible, context-sensitive design avoids that effect. In this way, the changing residential patterns of Spokane's residents will continue to be met.

This framework – which constitutes the standards for **new** construction – has a different format and way of use than traditional historic district standards and guidelines.

Important tips for success:

- Be sure to read the introductory material to understand the open-ended nature of this framework and the various opportunities to achieve compatible new design.



This new construction apartment building in the district replaced three historic homes that had been converted to multi-family use.

- Note that some aspects of new designs are incentivized with additional points in the scoring of compatible design.
- Be prepared to discuss your project with the Historic Preservation Officer and Landmarks Commission members in terms of this framework.

New Construction Design Review Basics

This section of the Cannon Historic District Standards and Guidelines introduces this type of design review, the concepts that it was based on, as well as the approach the residents of the district decided to take.

The consideration of compatible new construction is based on these concepts:

- The streetscapes of the historic district are the main resource that will be considered, and no building will be approved that is visually intrusive.
- Contemporary design can be compatible within a historic district.
- While energy conservation and durability attributes are important to consider for materials

used for new construction, these reasons alone will not likely be reasons for finding materials compatible.

The importance of insuring new construction in a historic district is compatible means that the SHLC will review and approve proposals at a monthly commission meeting with a public hearing where members of the public will be able to comment on proposals.

Individual Review and No Standard Solutions

The very nature of context-sensitive, compatible design in the Cannon Historic District where streetscapes and residential building types are varied, means that a proposal approved for one location would not automatically be compatible and appropriate in another location.

Each proposal will be considered for its specific location only. There should be no expectation that a proposal approved for one location will be approved for another site in the district.

Design Strategies

There are several broad strategies for the design of infill buildings, or new construction, in historic districts:

1. **Replication** of historic buildings in design and materials is one approach. This strategy has been popular because people enjoy, for instance, Queen Anne houses and Craftsman bungalows. And using replica design avoids the discussion of contemporary designs as compatible. Criticism of replication, or copying, include creating a false sense of historic with replica buildings, keeping costs reasonable and appearance of the replicas in the streetscape. With the use of modern construction methods and the high cost of construction, property owners of-



A newer, Craftsman-style bungalow in the Inman Park Historic District in Atlanta. This would fall into the “replication” strategy for designing new buildings within the district.

ten select a simple example to copy. Decisions based on cost and simplification diminish the ability of a new building to appear “historic” in design. Even so, there are instances where a replica design strategy is appropriate, perhaps in an intact historic streetscape with only one location available for new construction.

2. The strategy of making an **abstract reference** to historic examples, or context, in the design of a new building can result in a range of solutions. A new building could



A house at Shoshone Place, 1998, is an example of abstract reference and invention within a form on a block of varied Early-20th Century houses

have an abstract, yet obvious visual reference to buildings in the setting. Sometimes the reference is so abstract that it must be explained and visually, it seems like a design with no contextual references. Buildings with abstract references to a historic context may be appropriate in a streetscape with several non-contributing buildings or for a relatively small building.

3. **Juxtaposition** as a design strategy results in buildings that are intended to have little relationship with their historic context and stand out noticeably in a streetscape. This is the most difficult strategy to be successful with in historic districts because it is difficult to see the new building as visually compatible with historic buildings. Even so, a small building in a location that has buildings of various ages and sizes may be an appropriate place to use design juxtaposition.

4. A fourth design strategy is recommended for most new buildings in the Cannon Historic District. This is an **“invention within”** approach – one that clearly references common building types and/or building types in the district without replicating them. Instead, these designs incorporate historic forms and details and “reinvents” them to seem more contemporary. Another way to think about this type of design is “traditional with a twist,” to be “of its time” rather than a replica or standard design. An example is a porch on a new building that had a slightly different form than was common historically and perhaps modern posts and railing designs. Another type of reinvention would be to use the massing of a large single-family home for a duplex or triplex and reinvent porch and entrance location and detailing to indicate the number of units within. Criticisms of this design approach come from some district residents who favor replica design.



(Left) The house at 1909 S Stevens (1985) is an example of juxtaposition in form, materials, and fenestration on a block of varied Early-20th Century houses.

(Below) The East 500 block of 7th Avenue is an example of the juxtaposition in scale and materials in a neighborhood of small single-family houses.



The condominium complex at 2205-13 W. Fourth Avenue in Browne’s Addition would fall into the category of “invention within” - they are not copies of historic buildings, but the general form is compatible with nearby historic homes.

For more information on these design strategies, see:

Sense of Place: Design Guidelines for Historic Districts (2007) Philadelphia. http://www.preservationalliance.com/publications/Senseof-Place_final.pdf

Steven W. Semes, *The Future of the Past: A Conservation Ethic for Architecture, Urbanism and Historic Preservation*. 2009.

Recommended Design Strategy: Invention within a building type or style

The “*invention within*” approach is recommended for new buildings in historic districts for several reasons. “Invention within” can and should be a coherent approach to design, not a jumble of various elements from building types and styles. Reinvention allows for various building forms and styles in the district to be used as inspiration and will result in buildings that would come under the broad umbrella of compatible contemporary construction.

Other approaches to design are possible even though the result must be considered compatible design per these standards.

The encouragement of the “invention within” approach to design and the open-endedness of the framework and compatibility scoresheet allow the architect to decide where to make strong references to the underlying type or style – and where to include more contemporary expression. The results of this approach have the visual references necessary for compatibility but avoid attempts to copy the past and the urge to draw from several styles.

Utilizing abstract reference and juxtaposition as a component of a compatible design – rather than the design strategy itself – incorporates more opportunities for variety into the framework for design and achieves compatibility.



The house at 2108 Cherrytree Lane is an example of invention within the bungalow form and detailing with the garage forward, no porch, roof over the walkway to a recessed entrance, and large-scale details.



The house at 1826 E Pinecrest is an example of replication of a traditional Early-20th Century house with a porch.



The house at 1925 S. Stevens is a 2018 remodel of 1940 house (above is the before). It is an example of invention within a side-gabled house with addition of a larger porch and second-story deck and additions to the rear.



Cannon Streetcar Suburb Historic District Overlay

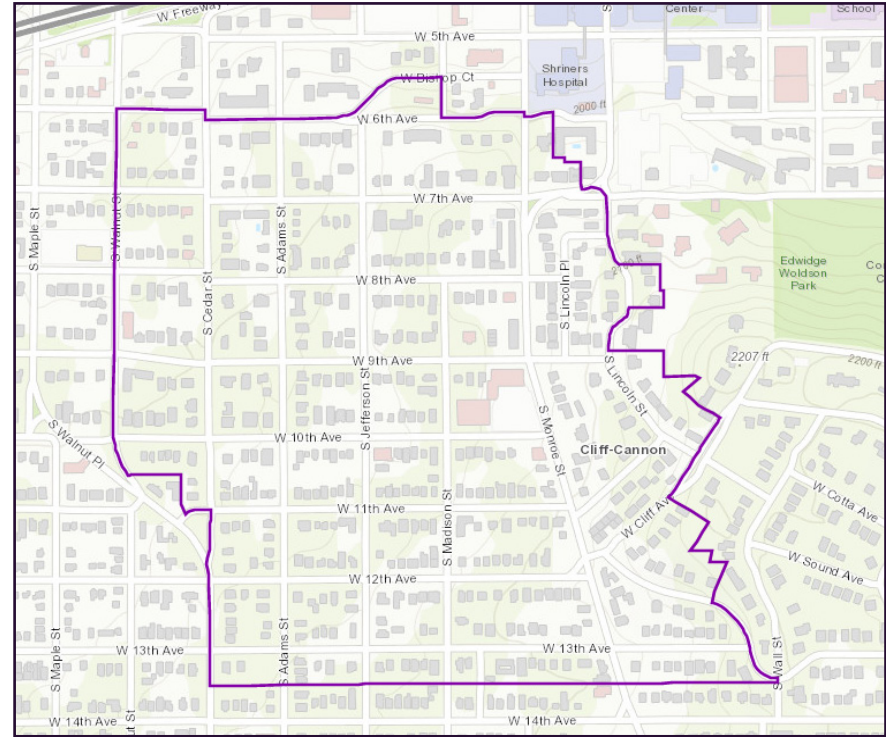
The City has identified a need for more housing and increased density of development in areas zoned RHD, which is the zoning of a small parth of the Cliff-Cannon neighborhood (smaller areas are zoned office retail and neighborhood retail). A fairly large area of the Cannon Historic District is zoned RSF (Residential Single Family). Through the creation of the historic district and by providing these standards and guidelines, the Cannon Historic District is positioned to allow development to occur within its boundaries with the understanding that new construction must be compatible with the neighborhood's existing resources. Infill developments will be reviewed through a public process of the SHLC. The creation of an overlay zone does not change the underlying zoning.

In the Cannon Streetcar Suburb HD, the Local Historic District Overlay Zone provides the standards and guidelines for new construction. Because these guidelines state expectation for compatibility, rather than include dimensions and requirements, and require site-specific design, they do not include a maximum height for new construction defined in number of feet because each site will be reviewed for compatibility of surrounding buildings.

The standards for new construction in this document work in conjunction with the general development standards adopted for multi-family buildings.

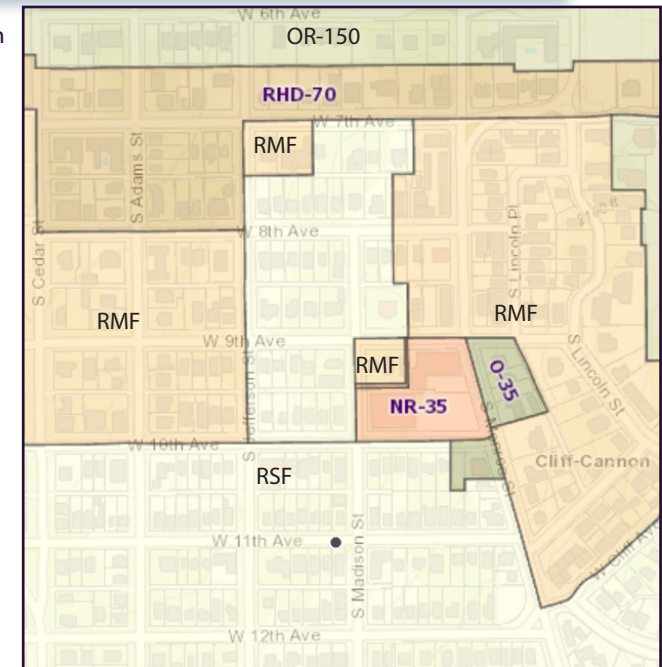
Precedent and Patterns in Cannon Streetcar Suburb HD

The Cannon Streetcar Suburb Historic District has some of the most varied streetscapes found in areas protected as historic districts. While this variety allows for a somewhat wide range of compatible new construction, there are strong patterns in scale, siting, design, and use of materials that provide context for the design of new buildings. This variety does mean that several types of multi-family buildings are appropriate in the district, including duplexes, tri-plexes, buildings appearing as attached rowhouses and apartment buildings of various sizes.



Above: This map of the Cannon Streetcar Suburb Historic District shows the proposed boundaries of the district.

Right: Zoning for the area shown - a mix of single family, multi-family, residential high-density, and even office and retail exist within the boundaries of the district.



CHAPTER 7: NEW CONSTRUCTION

FRAMEWORK FOR COMPATIBLE DESIGN

Using the Framework

The following sets of directives under each section of the Framework for Compatible Design correspond directly with the Compatibility of Design Scoresheet that Commission members and others will use to assess the compatibility of the proposed design.

Rather than be stated requirements, these directives suggest ways that compatible, context-sensitive design can be achieved. The directives are not a checklist or prescriptive set of standards to be met with each project. The architect is free to choose from among the elements that will ensure compatibility while introducing some differentiation.

Hence, the directives about compatibility are not requirements for each design. Instead, they should be understood as part of a set of framework and assessment tools, rather than requirements.

Using the Scoresheet

Values signifying the importance of the factor in achieving a compatible design have been assigned.

Scorers should enter a low value, zero or one, if the goal is not met and one of the higher values to indicate that the designer has used this factor successfully in the design.

The right column is a place to indicate the total points the scorer gave to a section of the scoresheet in contrast to the total amount possible. For instance, in the Context Compatibility section, one could score a 3 for the Character Area, 2 for Facing Blockfronts and 2 for Adjacent Buildings to indicate that the building does not have the strongest sense of compatibility for its location. A total of 7 out of 15 possible points indicates that this aspect of context sensitive design has not been a focus for the designer.

Once all the sections are scored, totals for Parts I and II can be compared. One proposal may score higher in context and urban form than

in design components, and vice versa. Each total can be categorized as highly compatible, compatible, or incompatible.

Finally, the overall score assigned by the scorer is compared with the three categories of overall compatibility. A careful review of the score will indicate areas where a design could be altered to be more compatible.

A Process: Using the Framework and Scoresheet to Consider New Construction

Several, if not all, members of the commission and the HPO staff will score proposed buildings and the scores will be compared. The HPO will use this feedback in conversations about the project with applicants, who will alter the design to increase its compatibility score as they see fit. A subsequent design will then be scored and discussed.

The HPO and the applicant will determine when a project is ready to be presented to the Commission for a public hearing and approval. The HPO's report on the proposed building will include information on how it was scored. Members of the public will be expected to make comments about the appropriateness of the project in its location in terms of the Framework for Compatible Design.

The goals of this process include:

- Keeping the design of the project on the desk of the designer and avoiding design by committee;
- Providing broad categories of urban design and design factors for comment and review; and
- Providing a transparent evaluation process for applicants and residents of the district as projects are considered.

TIPS FOR SUCCESS

- Do not disregard any aspect of this framework, as such an approach may delay your project or introduce expectations for approval of new construction that cannot be realized.
- Do not search for uncommon elements to justify what is proposed.
- Use the request for compatible design as one that spurs creativity rather than one with limitations.
- Propose new construction that you can discuss in terms of this framework and compatibility.
- Respect the efforts of the residents of Cannon Streetcar Suburb neighborhood who worked to establish the historic district and the design review it includes.



Left: The apartments at 815 S Lincoln are a contemporary addition to the district.

Cannon Streetcar Suburb Historic District Framework for Compatible Design

District Basics

The district is the resource and new buildings must not have a negative effect on the historic character of the district. The streetscape is the experienced historic character and the basis of compatibility. For this reason, emphasis will be placed on the public, visible portions of new buildings.

Compatibility in design is a visual characteristic. Compatible design is an achievable design challenge that requires some comparability. Height, color, materials, and use of materials all matter and shall be carefully considered.

The analysis of the context includes the blockfront in which the building site is located and the one across the street. One experiences the district while moving through the facing blockfronts and they provide both the variety and continuity of the historic district.



SCORESHEET

Address: _____

COMPATIBILITY OF DESIGN RATING

New Construction in a Historic District Setting

This rating scoresheet provides the framework for evaluating the visual compatibility of a proposed construction project for a specific site in the Cannon Streetcar Suburb|Historic District, which is listed in the Spokane Register of Historic Places. The rating allows for variety in meeting the stated goal of visual compatibility without requiring specific materials or elements.

Scoring	Urban Form	Design	Overall
Highly Compatible (80%)	42+	70+	112+
Compatible (60%)	31+	53+	84+
Incompatible (50%)	<26	<44	<70

Section1: Context Sensitive Design and Urban Form

Context compatibility with:

Historic character of the area	0-4	
Facing block fronts	0-5	
Adjacent buildings	0-6	___/15

Streetscape factors

Maintains common setback on block front	0-4	
Maintains lot coverage patterns	0-3	
Maintains rhythm, spacing	0-4	
Maintains ground story at common position	0-4	___/15

Scale, massing, height

Scale

Maintains scale of district and to humans	0-4	
Massing		

Relates to historic patterns of massing of dominant and secondary	0-2	
Large forms modulated with horizontal/vertical breaks	0-2	
Roof forms related to building type; cover occupiable space	0-2	

Height

Avoids difference in height of more than two stories	0-4	
Uses floor heights to further height compatibility	0-4	

Provision for automobiles: Maintains patterns	0-4	___/4
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Urban Design total _____/52

Section 2. Design Components

General: Compatible Orientation, Design Quality, Presence

Entrance oriented to street	0-3	
Evidence of traditional design principles	0-3	
Compatible, well-designed presence	0-3	
360-degree design	0-3	___/12

Use of façade material

Uses material(s) found in district	0-5	
Uses primary façade material	0-4	
Respects "rule of five" for total number of materials	0-3	
Uses materials in traditional manner	0-3	___/15

Use of secondary façade and accent materials

Uses materials in district	0-3	
Materials changed at vertical plane, story breaks, bays	0-3	___/6

Use of Color

One color dominant	0-5	
Dominant color traditional mineral-based color	0-5	
Color similar in value and saturation as context	0-3	
Secondary colors compatible contrast with dominant	0-2	___/15

Façade design

Has elements of similar scale as context	0-5	
Avoids mixing disparate elements	0-5	
Has degree of articulation similar to context	0-5	
Has logical and compatible fenestration	0-5	
Clear evidence of architectural design principles	0-5	___/25

Incentivized aspect of the design

Response to context	5	
Comparability/differentiation ratio	5	
Uses metal or wood windows and doors	5	___/15

Design Component Total: _____/88

Urban Form Score: _____/52

Design Score: _____/88

Compatibility ranking: _____/140 (____%)

FRAMEWORK FOR COMPATIBLE DESIGN

Section 1: Context and Urban Form Analysis

Project Location Analysis

Use three tiers for the context analysis for new construction:

- The character-defining aspects of the historic district:
 - Analyze patterns and unifying aspects
 - Note how diversity is present and absent
- Facing blockfronts of building site:
 - Analyze building types and patterns of location on both blockfronts
 - Diagram setbacks and spacing to insure compatibility
 - Depict streetscapes as elevations and in plan to note height, materials, and site access for vehicles
- Adjacent buildings:
 - Establish compatible setback and height
 - With elevations indicate floor heights and entrances and window placement

This Minimal Traditional style apartment building at 1013 W Eighth has a similar setback to neighboring properties along Eighth Avenue, but the entrances do not face the street.



Urban Form Analysis

Compatibility in the urban form and design of a new building within the Cannon Streetcar Suburb Historic District relies primarily on the following factors. Design choices to provide compatibility are listed for each factor.

Streetscape factors: siting and setback

- Site buildings to hold common set-backs from the public sidewalks to maintain the historic urban form of the district.
- Avoid encroachment on the public sidewalk with a shallow front lawn or no lawn.

- Use similar relationships between a building and a lot size, known as lot coverage
- Keep a common rhythm of building placement and distance between buildings, at least on one side
- Place the ground story at an elevation common for the blockfront
- Do not use unnecessary terraces to raise the lawn above adjacent ones or excavation to create walk-out basements
- Minimize the visibility of underground and interior parking access points and other modern elements of multi-family buildings, such as an outdoor deck for recreation above ground level
- Orient buildings and human access to the street while providing provision for automobiles at the rear of the property.

Scale, Massing and Height

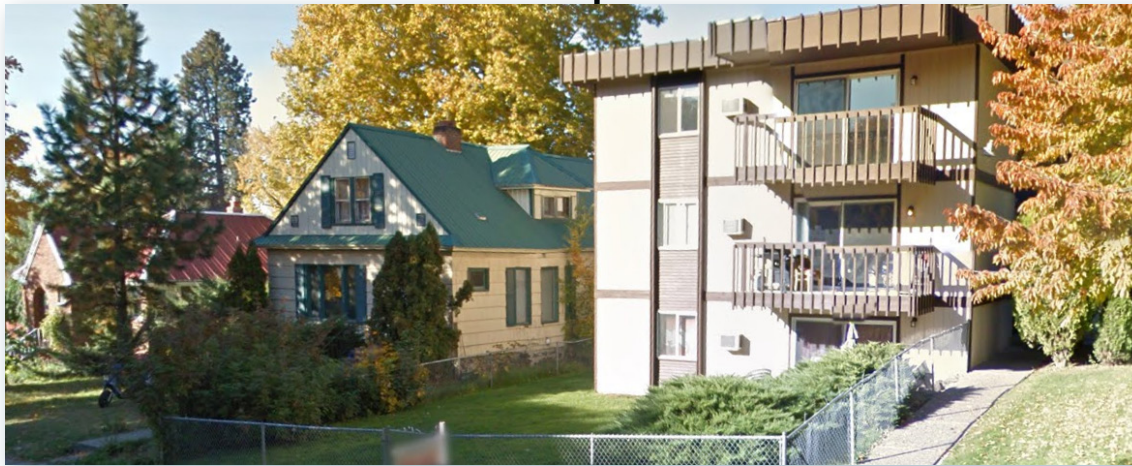
Scale

- Design to maintain compatibility in scale – the combined effects of footprint and height, as compared to buildings in the facing blockfronts.
- Both the height and the footprint of new buildings are important for compatibility in scale.
- Design for comfortable scale with the human body.

Massing

- Refer to the massing of historic apartment buildings and multi-family buildings that are relatively simple arrangements of volumes with rectangular footprints for new multi-family buildings.

- Recognize that the complexity of massing and use of materials for historic Queen Anne style residences is particular to that building type.



The house at 1118 W 10th is somewhat dwarfed by the three story apartment building adjacent. Lack of traditional front entrances to the apartment building also detracts from its compatibility in the district.

- Incorporate vertical and horizontal plane breaks in massing as the means for subtle modulation of form, minimize scale and as the point for a change in materials.
- Use inset and projecting balconies and porches to provide semi-private exterior space.
- Use massing that finds a balance between an unmodulated box and too much variation.

- Use pitched roofs over usable space, not only as false fronts or accent points.
- Use flat roofs to minimize scale and massing.

Height

- Recent changes to RHD zones have allowed for higher structures within those zones, however, new construction heights in the Cannon Streetcar Suburb district will be reviewed for compatibility based on the specific site.

- Avoid significant difference in height of closely positioned buildings by proposing no more than a two-story difference.

- Use some stepping up to the maximum height to limit the visual and privacy effects of a two-story

height difference.

- Avoid proposing large, one-story buildings.
- Consider the effects of hillside locations and height on down-hill sites.
- Use comparable floor heights so that windows and other horizontal elements on all stories have some visual consistency in the streetscape.

Provision for automobiles

- On street parking may be an issue for the Cannon Streetcar Suburb Historic District and projects that incorporate parking on-site will be scored higher based on the impacts to the neighborhood.
- Provide access via minimal curb access and narrow driveways to parking at the rear or side of the lot.
- Incorporate parking into the rear lower story of a building.
- Limit paved areas to minimum required for access and parking.
- Limit interaction between vehicles and pedestrians in a walkable neighborhood.



This example from Browne's Addition show how parking can be incorporated into the design of buildings. Above: This 1939 apartment building was constructed with onsite parking underneath the structure. New construction projects which incorporate parking will be scored higher on the Urban Design section of the framework scoresheet.

Left: The duplex at 803 W 13th shows parking integrated into the overall design of the building.

Section 2. Design Component Analysis

General: Orientation, Design Quality, Presence

- Orient the building to the street with visible human entrances and windows facing the street or near the façade if it is a side entrance.
- Consider the overall presence of the building in the streetscape and its balance of compatibility and differentiation.
- Design a building based on intended use to avoid a false sense of history, i.e. new residential buildings should appear as such and not new converted industrial lofts on the exterior.
- Ensure a building does not use differentiation or overly complex design to call undue attention to itself and create a lack of visual harmony in the streetscape.
- Use a level of detail in massing, façade design, and use of color comparable to nearby historic buildings.
- Pay sufficient attention to 360-degree design beyond the façade by continuing use of materials or introducing complementing materials, continuing some design element, and avoiding blank or barely developed highly-visible walls.

Use of façade materials:

- Use the same materials as the historic buildings in the district.
- Use material of similar perceived quality as historic materials and avoid low-cost imitative materials that lack quality and endurance.

- Use materials in the same manner as used on historic buildings, i.e. place wood siding in a traditional horizontal position rather than on the diagonal.
- Maintain a hierarchy of primary and secondary materials with primary material consisting of 70% of the façade.
- Use constructional logic in use of materials with lighter materials above heavier ones.
- Change materials only at vertical plane breaks or horizontal story breaks, or for projecting bays.
- Use materials with small variations, such as siding width.
- Use primary materials on all facades of a building or follow the historic pattern of brick buildings that have less expensive brick on the elevations and rear facades than the face brick on the façade.
- Avoid materials traditionally not used on residential buildings, such as those considered to be appropriate for industrial or commercial building use.

Use of secondary façade materials and accent materials:

- Use the “rule of five” to avoid too many materials and visual clutter.
- Start with three materials found in walls, windows and roof.
- Use no more than two additional ones: a second wall material or accent material in railings or porch elements.

TRADITIONAL BUILDING MATERIALS:

- Brick veneer
- Lapped siding

- Stucco

TRADITIONAL ACCENT MATERIALS:

- Limestone, basalt, granite
- Brick
- Textured and colored stucco
- Architectural metals

- Use the same materials as the historic buildings in the district
- Limit total number of materials to no more than five.
- Use vertical plane and story breaks as locations for material changes.
- Use high-quality accent materials.
- Use traditional window materials: wood and metal.

Use of Color

- Use primary materials with traditional mineral-based colors.
- Use color in the manner used in historic buildings:
 - with non-traditional colors used primarily as accents
 - with one dominant color, or with carefully selected colors as seen in some brick buildings
- Use color of similar value and saturation of permanent materials (brick and stone)

Façade design

- Use elements of similar scale as buildings in facing blockfronts context.
- Use level of detail similar to buildings in facing blockfronts context.
- Avoid copying historic styles.
- Avoid combining elements from different styles and creating a collage effect.
- Use constructional logic in dimensions of elements.
- Using fenestration logic based on the interior plan.
- Avoid eccentricity in fenestration.
- Use traditional approach to entrance design:
 - Place individual entrances in multi-family buildings oriented to the street and clearly evident as the main entrance to each unit.

PLANE BREAKS

This term refers to shifts in the planes of wall surfaces.

A vertical plane break occurs when a vertical element is introduced. Examples include a bay window projecting from the main wall and vertical elements used to break up a long facade.

A horizontal plane break occurs when the plane is broken parallel to the ground. An example is when a second story overhangs the lower one slightly.

District patterns:

Several Arts and Crafts style homes include horizontal plane breaks with materials and textures.

The long facades of apartment buildings are visually broken up with changes in materials and vertical plane breaks.



Vertical Plane Breaks at
909 W Thirteenth



Horizontal Plane Breaks at 1014 W Twelfth

- Place entrances into a building with multiple units oriented to the street and be clearly evident as the main entrance for residents and visitors.
- Use design principles to keep entrances in scale with the human body and the building.

Basics: Architectural Design

- Incorporate traditional architectural design principles.
- Design with order and unity in visual aspects of the design.
 - Use proportion and rhythm to establish pleasing relationships.
 - Design with visual hierarchy in massing and fenestration.
 - Use symmetry or asymmetry to establish balance
- Consider proportions
 - Design with consideration to relationships of the parts to each other and to the whole.
 - Design so the visual relationship between all parts is harmonious and in scale.
- Consider proximity
 - Design so that building elements that are close together complement each other rather than compete for attention.
- Strive for Coherence
 - Design to avoid too many textures, shapes, colors and other characteristics that are perceived as non-similar and introduce jarring visual clutter or “busy-ness.”

- Sometimes a design does not meet all expectations, but feels “right” for the location. It is very difficult to articulate all of the possible ways a proposed design may be appropriate for the district - so the option is left open for something that had not been considered at the time these guidelines were created to meet compatibility.
- Use of historic window materials – wood and metal – to increase compatibility.



Add new example from Cannon

Recognizing the Effort to Provide Compatibility

The Compatibility of Design Scoresheet includes opportunities to score additional points for compatibility:

- Some designs convey extra attention to the immediate context yet are contemporary in design.

CHAPTER 8: DEMOLITION REVIEW CRITERIA

DEMOLITION OF ENTIRE BUILDINGS OR SIGNIFICANT FEATURES

City of Spokane SMC 17D.100.220 requires the SHLC to consider the following factors when reviewing an application for demolition. This section expands on the criteria in terms of the historic character and significance of the Cannon Streetcar Suburb Historic District.

1. The historic importance of the property

The Cannon Streetcar Suburb Historic District nomination states that the district is eligible under Criteria A, History, and C, Architecture. The nomination categorizes properties as contributing and non-contributing in terms of their ability to convey one or both of these aspects of significance. The broad categories of Contributing and Non-Contributing are the starting points for the consideration of the importance of each property.

Contributing properties should be protected, in general, from demolition as they are part of the district's historic character and importance.

Non-Contributing properties are not protected from demolition because they are not part of the district's historic character and importance.

An individual contributing property was built during the period of significance and has the historic integrity to convey historic and/or architectural significance. While architectural significance – particularly when related to impressive buildings with high-style design – is easier

to see and perhaps understand, historical significance allows the more everyday buildings belonging to less influential persons in the neighborhood to contribute due to how they illustrate the changes in living in the Cannon Streetcar Suburb over time.

It is difficult to develop a credible argument that any of the contributing buildings in the historic district are not important to the historic resource. Any statements in support of additional significance or against the importance of the property will be considered in written form. Authenticity and historic character in the district is in danger of being lost, one building at a time as a result of demolition. The point of the historic district designation is to limit this type of loss.



2. The nature of the redevelopment which is planned for the property

While each contributing building has comparable historic significance in terms of demolition, this criterion requires the consideration of the subsequent use of the property if a contributing building would be demolished. The changing nature of residential buildings and occupancy in the Cannon Streetcar Suburb HD suggests that replacement residential buildings may need to be considered, sometimes at the expense of a contributing one.

If redevelopment of the site is proposed, that development project should be presented prior to or at the same time as approval of demolition is requested. The replacement building must be in the high-

ly-compatible category (as determined by consensus through the Compatibility in Design Scorecard in Chapter 7, in order to minimize the loss of historic character in the district as a whole). When a project is rated only as compatible, the redevelopment project may not be as likely to be supported and justify approval of demolition.

The 2018 historic preservation ordinance revision removed the provision that allowed for demolition of a contributing building for a parking lot. The proposal of a temporary parking lot will not be considered in the spirit of meeting that intent of the ordinance.

3. The condition of the existing structure

The difference between deferred exterior maintenance and structural soundness that will be considered. While the City identifies several conditions for Substandard Buildings, that code enforcement program notes conditions to be addressed but is not evidence that a contributing building must be demolished. There is always the option to rehabilitate a substandard building.

Historic integrity – authenticity – was assessed in 2020 when the district was documented, but neither the condition nor the structural



soundness of buildings was formally assessed. While many buildings have deferred maintenance, the measure of the continued existence of the building in the district should be soundness, rather than minor damage or deterioration.

As many historic buildings with deferred maintenance exhibit mold and have asbestos components, these conditions, in themselves, do not justify demolition. On the other hand, loss of soundness – structural stability – is grounded in years of water damage, settlement, and other conditions that threaten the structural soundness of the building, not just its finishes.

Conditions that merit serious consideration for the demolition of contributing buildings in Cannon’s Streetcar Suburb Historic District include damage by fire, damage due to storm and tree damage, ground shifting and collapse, and similar unexpected circumstances.

When a building is determined to be a threat to life and safety, the Building Official or Fire Marshall will order demolition, no matter the status of the building in the historic district.

4. The effect on the surrounding neighborhood of the planned replacement use

Some contributing buildings are highly-visible, iconic, well-known “landmark-like” properties that, if demolished, would introduce a sense of loss that cannot adequately be replaced by the new development. The demolition of such buildings would have a significant adverse effect on the historic character and identity of the Cannon Streetcar Suburb Historic District.

Some historic buildings do not have such qualities that bring them to the attention of the community. Their loss would be mainly noticed by those who frequent the facing blockfronts. They may be replaced with highly compatible new construction without the overall effect of loss.

5. The overall effect of the proposed redevelopment on the neighborhood character and the elements of the neighborhood's urban design

As previously noted, redevelopment that is not highly compatible with the district at all levels of analysis, would not contribute or maintain the historic character of the historic district.

Other aspects of redevelopment would also affect the larger patterns of the district and should be avoided. These include street vacations, the assembly of significantly larger parcels than found within the district, any type of variance in terms of Residential High Density zoning.

6. Any proposed mitigation measures under which the owner would salvage significant architectural features of the structure after properly documenting the building before demolition

The SHLC will take into consideration any mitigation measures proposed by the applicant.

PARTIAL DEMOLITION

Goals

- Avoid the demolition of historic character features of contributing buildings.
- Avoid changing the historic footprint and mass of contributing buildings.

Basics

- Avoid demolishing any portion of a contributing building in the highly-visible, public area.
- Avoid planning for partial demolition in order to upgrade or improve secondary areas of a building unless they are not visible.
- Limit partial demolition to small, non-historic character elements, such as non-historic additions.
- Limit partial demolition to the minimum area necessary when planning an addition per Chapter 5.

APPENDIX I

GLOSSARY OF TERMS

Balustrade: a railing supported by balusters, especially an ornamental parapet on a balcony, bridge, or terrace.

Band Board: a set of boards (in wood frame houses), or blocks (in a brick house) that sit on top of the foundation wall and run in a band around the building.

Barge Board: a board fastened to the projecting gables of a roof to give them strength, protection, and to conceal the otherwise exposed end of the horizontal timbers or purlins of the roof to which they were attached.

Belt Course: also called a string course or sill course, is a continuous row or layer of stones or brick set in a wall.



Brackets on the house at 1010 W Thirteenth

Brackets: structural or decorative members that project from a wall to support or decorate the roofline.

Casement Window: a window that is attached to its frame by one or more hinges at the side. They are used singly or in pairs within a common frame, in which case they are hinged on the outside

Clapboard: one of a series of boards used for siding. It is usually installed horizontally and the board is most often tapered in cross-section.

Column: used to support beams or arches on which the upper parts of walls or ceilings rest.

Cornice: the projecting moldings that form the top band of an entablature or wall.

Dentil: a small, square bracket, typical in Colonial architectural styles

Eave: the projecting overhang at the lower edge of a roof.

Façade: the exterior faces of a building, often used to refer to the wall in which the building entry is located.



This home at 1034 W 7th Avenue has many architectural features including arched lintels, multiple mullion and muntins on the windows and a clipped gable roof.

Fascia Board: mounted at the point where the roof meets the outer walls of the house.

Fenestration: the arrangement of windows and doors on the elevations of a building.

Frieze Board: the flat, middle portion of an entablature (sometimes decorated).

Gable: the wall that encloses the end of a gable roof; triangular gable end below a roof overhand.

Gambrel: a roof shape characterized by a pair of shallow pitch slopes above a steeply pitched slope on each side of a center ridge.

Hip: a roof that slopes inward from all four exterior walls.

Lintel: a horizontal support of timber, stone, concrete, or steel across the top of a door or window.

Maintenance: the process of keeping a building in good condition by regularly checking and repairing it when necessary.

Modillion: a projecting bracket under the corona of a cornice in the Corinthian and other orders.

Mullion: a vertical member separating window sash.

Muntin: a bar or rigid supporting strip between adjacent panes of glass.

Parging: cover (a part of a building, especially an external brick wall) with plaster or mortar that typically bears an ornamental pattern.

Pilaster: a rectangular column, especially one projecting from a wall.

Pediment: the triangular gable end of a classical building, or the same form used elsewhere in the building.

Portico: a structure consisting of a roof supported by columns at regular intervals, typically attached as a porch to a building.

Quoin: a large rectangular block of stone or brick (sometimes wood) used to accentuate an outside corner of a building; typically in a toothed form with alternate quoins projecting and receding from the corner.

Sash: the part of a window frame that holds the glazing, usually movable or fixed.

Shed roof: a roof with a single slope and rafters spanning from one wall to the other.

Sidelight: narrow windows flanking an entry door.

Sill: a shelf or slab of stone, wood, or metal at the foot of a window or doorway.

Soffit: the underside of an architectural structure such as an arch, a balcony, or overhanging eaves.

Transom: a small window placed above a door or window.

Turret: a small tower at the corner of a building.

Veneer: a thin decorative finish typically made of brick, stone or stucco.



The house at 1014 W Twelfth Ave has shingle siding and interesting stick detailing on the gable ends.



The house at 1026 W Twelfth Avenue has a masonry chimney with clinker bricks as texture.



The house at 1432 W Seventh has interesting cut stone columns and first floor; a side gable front porch and deeply overhanging eaves with exposed rafter tails.

A barge board hides the eaves of this home at 1207 W Ninth. Also note the string course that acts as a lintel above the windows and visually separates floors. The house has clapboard siding on the main floor and rough stucco on the second floor.



The house at 1128 W Eighth Avenue shows a hip roof, exposed eaves, and a mission style parapet.

APPENDIX II

SECRETARY OF THE INTERIOR'S STANDARDS

The Secretary of the Interior's Standards are common sense historic preservation principles in non-technical language. They promote historic preservation best practices that will help to protect our nation's irreplaceable cultural resources.

The Standards for Rehabilitation are used during the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

The **Standards** are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The **Guidelines** offer general design and technical recommendations to assist in applying the Standards to a specific property. Together, they provide a framework and guidance for decision-making about work or changes to a historic property.

The Standards and Guidelines can be applied to historic properties of all types, materials, construction, sizes, and use. They include both the exterior and the interior and extend to a property's landscape features, site, environment, as well as related new construction.

Federal agencies use the Standards and Guidelines in carrying out their historic preservation responsibilities. State and local officials use them in reviewing both Federal and nonfederal rehabilitation proposals. Historic district and planning commissions across the country use the Standards and Guidelines to guide their design review processes.

The Standards offer four distinct approaches to the treatment of historic properties—preservation, rehabilitation, restoration, and reconstruction with Guidelines for each. The Standards for the Treatment of Historic Properties are regulatory for all grant-in-aid projects assisted through the national Historic Preservation Fund. The Standards for Rehabilitation, codified in 36 CFR 67, are regulatory for the review of rehabilitation work in the Historic Preservation Tax Incentives program.

THE STANDARDS FOR REHABILITATION

- 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.*
- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.*
- 3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.*
- 5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.*
- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*
- 7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*
- 8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*
- 9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

APPENDIX III

PRESERVATION BRIEFS

Preservation Briefs provide guidance on preserving, rehabilitating, and restoring historic buildings. These NPS Publications help historic building owners recognize and resolve common problems prior to work. The briefs are especially useful to Historic Preservation Tax Incentives Program applicants because they recommend methods and approaches for rehabilitating historic buildings that are consistent with their historic character.

Some of the web versions of the Preservation Briefs differ somewhat from the printed versions. Many illustrations are new and in color rather than black and white; captions are simplified and some complex charts are omitted.

1. [Cleaning and Water-Repellent Treatments for Historic Masonry Buildings](#)
2. [Repointing Mortar Joints in Historic Masonry Buildings](#)
3. [Improving Energy Efficiency in Historic Buildings](#)
4. [Roofing for Historic Buildings](#)
5. [The Preservation of Historic Adobe Buildings](#)
6. [Dangers of Abrasive Cleaning to Historic Buildings](#)
7. [The Preservation of Historic Glazed Architectural Terra-Cotta](#)
8. [Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings](#)
9. [The Repair of Historic Wooden Windows](#)
10. [Exterior Paint Problems on Historic Woodwork](#)
11. [Rehabilitating Historic Storefronts](#)
12. [The Preservation of Historic Pigmented Structural Glass \(Vitrolite and Carrara Glass\)](#)
13. [The Repair and Thermal Upgrading of Historic Steel Windows](#)
14. [New Exterior Additions to Historic Buildings: Preservation Concerns](#)
15. [Preservation of Historic Concrete](#)
16. [The Use of Substitute Materials on Historic Building Exteriors](#)
17. [Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character](#)
18. [Rehabilitating Interiors in Historic Buildings—Identifying Character-Defining Elements](#)
19. [The Repair and Replacement of Historic Wooden Shingle Roofs](#)
20. [The Preservation of Historic Barns](#)
21. [Repairing Historic Flat Plaster—Walls and Ceilings](#)
22. [The Preservation and Repair of Historic Stucco](#)
23. [Preserving Historic Ornamental Plaster](#)
24. [Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches](#)
25. [The Preservation of Historic Signs](#)
26. [The Preservation and Repair of Historic Log Buildings](#)

PRESERVATION BRIEFS

27. [The Maintenance and Repair of Architectural Cast Iron](#)
28. [Painting Historic Interiors](#)
29. [The Repair, Replacement, and Maintenance of Historic Slate Roofs](#)
30. [The Preservation and Repair of Historic Clay Tile Roofs](#)
31. [Mothballing Historic Buildings](#)
32. [Making Historic Properties Accessible](#)
33. [The Preservation and Repair of Historic Stained and Leaded Glass](#)
34. [Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament](#)
35. [Understanding Old Buildings: The Process of Architectural Investigation](#)
36. [Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes](#)
37. [Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing](#)
38. [Removing Graffiti from Historic Masonry](#)
39. [Holding the Line: Controlling Unwanted Moisture in Historic Buildings](#)
40. [Preserving Historic Ceramic Tile Floors](#)
41. [The Seismic Rehabilitation of Historic Buildings](#)
42. [The Maintenance, Repair and Replacement of Historic Cast Stone](#)
43. [The Preparation and Use of Historic Structure Reports](#)
44. [The Use of Awnings on Historic Buildings: Repair, Replacement and New Design](#)
45. [Preserving Historic Wooden Porches](#)
46. [The Preservation and Reuse of Historic Gas Stations](#)
47. [Maintaining the Exterior of Small and Medium Size Historic Buildings](#)
48. [Preserving Grave Markers in Historic Cemeteries](#)
49. [Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement](#)
50. [Lightning Protection for Historic Buildings](#)

APPENDIX IV

HISTORIC PRESERVATION INFORMATION AND CONTACTS

Megan Duvall, Historic Preservation Officer

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Ryan Benzie, Clerk III

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808 W Spokane Falls Boulevard
Spokane, Washington 99201
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Fax: (509) 625-6013
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Local Resources:

- [City of Spokane Official Website](#)
- [Northwest Museum of Arts & Culture \(MAC\)](#)
- [Spokane Valley Heritage Museum](#)
- [Spokane County Official Website](#)
- [Spokane Preservation Advocates](#)
- [Spokane Public Library – Northwest Room](#)

Statewide and National Historic Preservation Organizations:

- [National Trust for Historic Preservation](#)
- [Washington State Department of Archaeology and Historic Preservation \(DAHP\)](#)
- [Washington Trust for Historic Preservation](#)
- [National Main Street Program](#)
- [Washington Trust Consultant Directory](#)
- [Washington State Digital Archives](#)

National Park Service Links

- [National Park Service](#)
- [National Register of Historic Places](#)
- [Secretary of the Interior's Standards for Rehabilitation](#)
- [Preservation Briefs](#)
- [Technical Preservation Services](#)
- [Federal Tax Credit Incentives](#)
- [CLG Program](#)

APPENDIX V

DESIGN REVIEW CHART: TYPES OF WORK AND REVIEW REQUIRED*

Type of Work	No Review	Staff Review	Commission Review
Awnings			
Awning - change of color		X	
Awning - change of style		X	
Awning - new			X
Paint			
Paint with same color	X		
Paint unpainted masonry, including murals			X
Paint with non-historic color			X
Paint with new historic color		X	
Remove paint from masonry		X	
Browne's Addition HD: Paint previously painted surface	X		
Landscaping			
Install garden or landscaping structures	X		
Remove historic landscape features such as rock walls or structure noted in nomination			X
Install new fence (except in Corbin Park)	X		
Install paved walkway	X		
Corbin Park HD: tree removal 6" or larger		X	
Corbin Park HD: install new fence		X	
Windows and Doors			
Replace windows			X
Replace doors - street-facing façade			X
Replace doors - secondary elevation		X	
Changing window openings - primary façade			X
Changing window openings - secondary elevation		X	X
Create new opening for window/door - primary façade			X
Create new opening for window/door - secondary elevation/rear		X	

DESIGN REVIEW CHART: TYPES OF WORK AND REVIEW REQUIRED*

Type of Work	No Review	Staff Review	Commission Review
Porch			
Repair porch	X		
Replace porch in kind		X	
Enclose porch - street-facing façade			X
Enclose porch - secondary elevation		X	
Build new porch			X
Siding			
Repair siding	X		
Install new siding			X
Garage			
Demolish historic garage			X
Demolish non-historic garage	X		
Browne's Addition HD: Construct detached garage			X
Construct detached garage	X		
Construct attached garage			X
Roof			
New roofing with like materials		X	
New roofing with new materials			X
Replace/remove sheet-metal cornice on commercial building			X
Remove or alter prominent chimney			X
Change roofline			X
Other Exterior Renovations			
Install mechanical and utility equipment - if NOT visible from street	X		
Install mechanical and utility equipment - if visible from street		X	
Install fire exits			X
ADA accessibility - street-facing façade			X
ADA accessibility - secondary elevation		X	
New Construction			
Build new addition			X
Build new deck		X	
Move a building			X
Minor construction not seen from street		X	

*This is part of the Spokane Municipal Code - if the CSSHD passes, changes will be made to this master list to include specific exclusions in the district such as non-attached garages and ADUs not requiring review and paint of previously painted surfaces.

Attachment #5:
Public Comment

**Comments Received on the
Cannon Streetcar Suburb
Historic District Proposal
between 9/1/2022 and 1/25/2023
as presented to the Plan
Commission**

April & Baran Thompson - Nine Mile Falls, WA
Lincoln View Apartments
814 S. Lincoln Street
Spokane, Wash. 99204

We both support the historic district where we currently own a rental property. We moved to Spokane in 1992. I, April, personally have lived on the lower S. Hill, Browne's Addition, and near G.U. District. We made Spokane our home and decided it was time to invest in our community, so we bought a rental property. Our property is a house built in 1910, converted to a 7-unit apartment house in the 1950's, and we are currently in the process of rebuilding after a fire in 2021. We have tried our best to replicate and replace 'like build' of our units. Yes, this is a rental, but we believe it is our job to be stewards of this home, of history, by maintaining and preserving a house that represents Spokane's history. Preserving historic homes and neighborhoods is also preserving a form of art through craftsmanship and architecture.

We have friends that live on Tekoa Street and have had to watch a beautiful home be torn down along Manito Blvd. Many people moving to Spokane may not appreciate the beauty as many of us locals, it is important to protect these neighborhoods. Protecting them not only protects the homes but also helps build community and preserve a sense of place. Please approve the Cannon Streetcar Suburb Historic District.

-April Thompson 12/20/22

Camporeale, Logan

From: Natalie Marr <natalietmarr@gmail.com>
Sent: Monday, October 24, 2022 9:06 AM
To: Historic Preservation
Subject: Cliff Cannon Historic District Registration

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

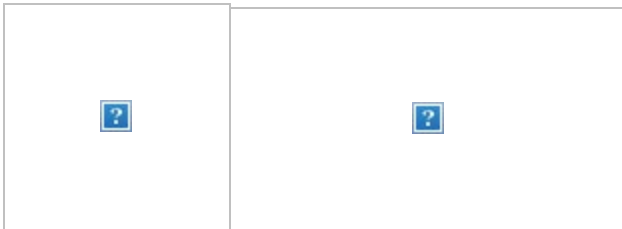
I've noticed the Cliff Cannon Historic Preservation Signs around our neighborhood and looked up the boundaries of the district and saw that our house is not included. Just wondering if it could be? Our address is 519 S Madison St Spokane 99204. Our house is over 100 years old and is one of the historic craftsman style homes.

Thanks!

Natalie Marr

From: [Duvall, Megan](#)
To: [Camporeale, Logan](#)
Subject: FW: Historic District Overlay-Cannon Street car Historic District
Date: Wednesday, December 21, 2022 10:48:17 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)

Cannon comment.



Megan Duvall

Historic Preservation Officer
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
509.625.6543 Office Cell Phone: 509.435.8260
mduvall@spokanecity.org | www.historicspokane.org

From: Loveland, Carla <Carla.Loveland@sysco.com>
Sent: Wednesday, December 21, 2022 10:45 AM
To: Duvall, Megan <mduvall@spokanecity.org>; lan.d.white@shell.com
Subject: Historic District Overlay-Cannon Street car Historic District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Landmarks Commission,

As a resident of the Cannon Streetcar Historic District, I am writing to show my support for the preservation of our community on the South Hill. I am asking that you would align with the voters and adopt the Historic District Overlay. I live at 824 s Lincoln Street in a house that was built in 1912 and the reason purchased the house in 2018 was because I love living in a historic community. The community on the South Hill and the historic neighborhoods is the draw to the area and it's what makes everyone who lives here feel like they are part of that community. The preservation of these homes and the area is vital to the heritage of Spokane and its history. I feel like we must do everything possible to prevent what has happened in communities like the Sander's Beach Area in Coeur d' Alene as well as Bend, Oregon where developers have bought up houses only to tear them down and replace them with garish, modern, multiunit complexes.

Funding these essential historic preservation programs represents a true investment in America's legacy multiplied many times over.

Carla Loveland | New Business Developer

Sysco - Pacific Northwest

22820 54th Ave S, Kent, WA 98032, USA

c. 208.786.2205

carla.loveland@sysco.com



From: [Steve Blaska](#)
To: [Steve Blaska](#); machinemanjr@gmail.com; abil.bradshaw@gmail.com; tmwiseman@earthlink.net; rogertak@earthlink.net; wailandry@msn.com; glenlandry888@msn.com; [Melissa Flynn](#); [Nicholas Reynolds](#); Judy_madden@hotmail.com
Cc: [Duvall, Megan](#); [Camporeale, Logan](#)
Subject: My Draft Public Comments for Landmark Council Meeting
Date: Monday, December 19, 2022 4:13:49 PM
Attachments: [Historic District Testimony.docx](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

See my attached script for my personal testimony during public comment at this week's meeting. I'll hopefully be able to talk fast enough to get it in 3 minutes. I am testing a couple points which might also work for the Plan Commission testimony.

Clearly the Plan Commission got off track at the workshop by questioning the overall rationale for the existing historic district ordinance. That is not our fight. If the Plan Commission wants to change the current City ordinance passed by Council and Mayor, then that is a much bigger issue than our nomination. Megan and Logan can do battle on the value of historic districts (in general) and the logic of current City policy going forward.. However..... our position is that we have complied and surpassed all requirements under the existing ordinance. Plan Commission is to make a recommendation on our specific request based on the current law.

What I heard as the biggest valid concern is whether our specific district would somehow sidetrack other City initiatives for affordable housing and increased density. I believe our strongest argument is that our neighborhood is already the second most dense neighborhood in the entire City. We have a large number of multi-family and apartment residences. In many respects we already achieved what they want other parts of the city to strive to replicate. (see the zip code analysis link in my remarks for some interesting data).

A second Plan Commission concern was whether the design standards would disincentivize further infill/development. I argue that decisions on the marketability of properties for development are best made by the people who own those properties. That is why we had a vote. Clearly, our property owners (investors and home-owners) are advocating that the design standards will not adversely affect their ability to develop THEIR properties. A Plan Commission no-vote would in effect say, "We disagree with the assessment of the property owners of this neighborhood and think our non-concurrence will support new, less regulated infill that is more desirable than development that retains the character of the neighborhood" (*Personal view: Seems like bureaucratic, government overreach to me*)

At least a couple of the Plan Commissioners seemed to have the right idea and were focused on the decision at hand and not reopening the whole idea of historic districts in general.

Fodder for discussion at our meeting after the New Year

Merry Christmas if I don't see you at Wed meeting.

Steve.

(comments follow)

Two points

Historic Office makes the case as to why this project qualifies for a historic designation. I have two points to provide insight as a resident of the neighborhood. First some observations from neighborhood outreach and second – personal view of why this is important to be recognized as a historic district

First -- Neighborhood Outreach

- Lessons learned.
 - o The outreach effort took some analysis of the neighborhood. Most folks were surprised that 283 of the 577 properties were investor owned rather than owner occupied. There are a large number of apartments and multi-family residences that count as one property. This is consistent with the distribution in the zip code that approx. 63% of households are renters. (<https://www.unitedstateszipcodes.org/99204/>)
 - o Both renters and owners overwhelmingly shared that they live here because of the character of the neighborhood.
- Neighborhood outreach. In addition to the mailer and ballot sent by Spokane Historic Preservation Office, Neighbors did the following Spokane Preservation Assoc.
 - o Distributed 100 yard signs and delivered door hangers to individual owner-occupied residences (using Spokane Preservation Association contribution and personal funds)
 - o Hosted two community information open houses
 - o Staffed an information booth at annual Neighborhood Fair
 - o Sent follow up mailings to all investor owners (twice)
 - o Sent follow up mailings to all condominium owners
 - o Door knocking campaign to all residences that did not respond to initial mailings or first door hanger outreach
 - o During my 14 years, and many public information efforts at Spokane Transit... the effort of these neighbors was the most intense I have witnessed. Literally no one in the neighborhood has an excuse that they did not know about this important neighborhood decision.
- Overwhelming response, surpassed Yes vote objective. Received insight from some investors -- Karl Zacher -- once its gone, its gone forever

Second -- Personal view of why this is important to the neighborhood and the City to recognize this historic neighborhood

- Alluded to by including streetcar in the title. This neighborhood was a turn of the century urban planning success.
- For the first 50 years of the last century, Spokane faced a growing population and need for housing, this neighborhood was a solution
- Created a neighborhood with a sense of place. Most of it has survived for over a century.
- High density was needed then... and it continues to contribute today ... Today it is the second highest density neighborhood in Spokane
- As we look to the future, replicate the successes of the past. As we look for how we contribute to our great city, we need to do it intelligently. The historic district design standards do not conflict with our need for opportunities for growth, the standards simply shape that

development to retain the sense of place and recognize the wisdom and craftsmanship of the past.

Please support the voice of these neighbors who feel it is not only our privilege to live here, but also of property owners who accept the responsibility to be good stewards of what we inherited so the next generations will also have that privilege. This district will serve as an example of how a community can grow without sacrificing its identity.

Spokane Historic Preservation Office
Spokane City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

Ian White & Dustin Hall
808 S. Lincoln Street
Spokane, WA 99204

20 December 2022

PO Box 8545
Spokane, WA 99203

Support the Cannon Streetcar Suburb Local Historic District overlay

To Whom It May Concern:

My partner and I own the Dr. Hans and Rosaleen Moldenhauer house within the proposed Cannon Streetcar Suburb Historic District. In 2016, we sought out this house, in this neighborhood on purpose—Cannon is diverse, dense, has green space and a wide variety of architectural styles. Naturally, being the history geeks we both are, we volunteered alongside other neighbors to inform our friends and neighbors in Cannon about the opportunity for property owners to advise, via a vote, whether the historic district designation – with its plusses and minuses, was of interest.

The results of the public vote—where 58% percent of all property owners voted in the affirmative—demonstrates there is widespread support for the historic district while following established procedure under the Spokane City Code. *Res ipsa loquitur*.

We believe designation effectively balances preserving the unique personality of the Cannon neighborhood with efforts to promote development and increase density. These concepts are not at odds; rather the designation can support and enhance the neighborhood while increasing density. In addition, the proposed overlay has a light touch: --paint colors are not subject to review, --detached structures/garages are not subject to review, --fences, landscaping etc. are not subject to review, and finally auxiliary dwelling units (ADUs) are not subject to review. Of the 485 properties in the district, 182 (38%) are non-contributing structures which can easily be demolished, thus allowing construction of denser infill. It is disingenuous to suggest this effort would block infill – it will not; instead, adopting the overlay will enhance infill by providing a unique sense of place.

In the words Karl Zacher, a supporter of the Cannon Historic District designation and local real estate investor – “once it’s gone, it’s gone”. We respectfully request regulators follow the will of the neighborhood by approving the Cannon Streetcar Suburb Historic District overlay.

Respectfully,



Ian D White

Camporeale, Logan

From: James Bergdahl <jcbergdahl@gmail.com>
Sent: Monday, November 14, 2022 12:11 AM
To: Duvall, Megan; Camporeale, Logan; Ian White; Nicholas Reynolds; cannonhistoric@gmail.com; Melissa Flynn; Spokane Preservation
Subject: Cannon StreetCar Neighborhood_Landmark Commission public hearing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Megan and Logan,

Is the public hearing with the Spokane Historic Landmarks Commission regarding the final public vote of the Cannon StreetCar Suburb Local Historic District still scheduled for 3pm on 16 Nov 2022?

Apparently, there are enough votes now to pass the Petition. Therefore, I will postmarking my ballot tomorrow for my two properties in the Neighborhood *against* the petition.

I have expressed my specific objections against various line items in the proposed Code at many public hearings that both of you have attended. As you will recall, my objections focus on and suggest changes to make the property tax and other financial benefits more equitable for the poor, low and middle income, and elderly homeowners in the proposed District. I have not been able to get any of them changed by your office, nor the Cliff-Cannon Neighborhood Council board members have been ineffectual in this regard, over many years the proposal has been under consideration

The Landmark Commission public hearing is apparently my next, perhaps the last, opportunity to express *support.....with objections* to certain Codes that are basically an exclusive tax subsidy for those "privileged few with access to big investment capital". My experience on this has been refreshed by three, 2022 home mortgages refinance events. My list of objectives includes five items. What is the best way for me to formally present them to the Commission?

As you are aware, the Code regarding the "Special Valuation" property tax subsidy was written many decades ago and is due for an adjustment.

I have many examples of this. For instance, why have my neighbors been able write off the cost of a new crystal chandeliers in the kitchen in their Listed Historic home towards to Special Property tax subsidy, but City of Spokane does not require them to repair the decrepit 110 yr old sidewalks in front of their house (which they are required by law maintain to a basic standard)?

--

James Bergdahl
Conservation Biology Center
919 S. Adams St.
Spokane, WA, USA, 99204
jcbergdahl@gmail.com
Office: 509.835.5233 (no texts)
Some recent, online, open-access (free) publications -

Carabid beetles of Puget Sound lowland *Sphagnum* bogs:
[http://odonata.bogfoot.net/oes/OES Bulletin 2020 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2020_Winter.pdf)
Review of geography and ecology of *Scaphinotus* subgenus
Pseudonomaretus, and the Clearwater Refugium (pp. 8-26):

[http://odonata.bogfoot.net/oes/OES Bulletin 2020 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2020_Winter.pdf)

Grylloblatta, ice crawlers *species incognitus*

[http://odonata.bogfoot.net/oes/OES Bulletin 2013 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2013_Winter.pdf)

Nebria gouleti (Carabidae): significant range extension into Montana,

with comments about Canada:

[http://odonata.bogfoot.net/oes/OES Bulletin 2019 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2019_Winter.pdf)
Two new *Pterostichus* (Coleoptera, Carabidae) species from Idaho (click on "pdf"):
<http://www.pensoft.net/journals/zookeys/issue/104/>

Carabid beetles of Oregon (pp. 1-4):

[http://odonata.bogfoot.net/oes/OES Bulletin 2012 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2012_Winter.pdf)
Carabid beetles of the Pacific Northwest: *Scaphinotus manni* (pp. 1-12):
[http://odonata.bogfoot.net/oes/OES Bulletin 2014 Winter.pdf](http://odonata.bogfoot.net/oes/OES_Bulletin_2014_Winter.pdf)

Reward, wanted: *Pterostichus (Orsonjohnsonus) johnsoni* (p. 3)
http://odonata.bogfoot.net/oes/OES_Bulletin_2013_Spring.pdf

Systematic account and bibliography of Notoptera:
http://odonata.bogfoot.net/oes/OES_Spring_2014_Bergdahl.pdf
Pacific Northwest inland temperate rainforest biogeography:

<http://wetbelt.unbc.ca/2008-conference.html>

Bergdahl insect boxes and metal cabinets (go to page 61):

<http://esc-sec.ca/wp/wp-content/uploads/2017/03/Bulletin-Volume41-number2-june2009.pdf>

Bergdahl 2021. Cracking ice crawler myths: first discovery of *Grylloblatta* in the Canadian Alps—one of North America's most famous bugs. (*in review*)

Bergdahl & McIntyre 2021. Seven new flightless carabid beetle species (Carabidae) from the Inland Temperate Rainforest region of Idaho. (*in review*)

Schoville et al. 2015. Conserved and narrow temperature limits in alpine insects: thermal tolerance and supercooling of the ice-crawlers, *Grylloblatta* (Insecta: Grylloblattodea: Grylloblattidae). *Journal of Insect Physiology* 2015: 55-61.

Bergdahl 1990. Nori (*Porphyra* C. Ag.: Rhodophyta) mariculture research and technology transfer along the northeast Pacific Coast. In Akatsuka, I. (ed.), *Introduction to Applied Phycology*. SPB Academic Press, The Hague: 519-551.

20 December 2022

Support Cannon Streetcar Suburb Local Historic District

To whom it may concern:

Respecting the past while allowing room for community enhancements is a delicate balance. I support the local historic district designation because I believe that balance has been found.

Jason Stratton
801 S Lincoln Street
Spokane, WA 99204

From: [Duvall, Megan](#)
To: [Churchill, Jackie](#)
Cc: [Camporeale, Logan](#)
Subject: Re: Cliff / Cannon historic district
Date: Thursday, August 13, 2020 8:25:34 AM

Thanks, Jackie - we'll keep this in our record of comments.

> On Aug 13, 2020, at 8:11 AM, Churchill, Jackie <jchurchill@spokanecity.org> wrote:

>

>

> -----Original Message-----

> From: Robert Horrocks <bhorrocks065@gmail.com>

> Sent: Wednesday, August 12, 2020 4:33 PM

> To: Plan Commission <eraplanc@spokanecity.org>

> Cc: Robert Horrocks <bhorrocks065@gmail.com>

> Subject: Cliff / Cannon historic district

>

> [CAUTION - EXTERNAL EMAIL - Verify Sender]

>

> My concern to the proposed historic district is the reduction in property taxes.

> The South Hill is a wealthy section of the city, and the citizens living there that decide to remodel, etc can also afford to pay the increased taxes from their improvements. Reducing property taxes is another example of the rich getting richer and the poor getting poorer. The wealthy can lobby for these advantages under the guise of historic preservation.

> How about reducing property taxes city wide for anyone improving their homes, except then there won't be enough tax revenue for local government.

> Create a historic area if you want but no to reducing the property taxes.

> Sincerely,

> Bob Horrocks

>

> Sent from my iPhone

To Whom It May Concern:

I believe we need to save our historic homes, structures and areas. The architecture present in our neighborhood is unique and represents different eras of Spokane history. I am fortunate my home is listed on the historic register as it could not be replicated. Please approve the historic district given the results of the vote neighborhood property owners.

Joan Reuthinger

731 S Lincoln Street
Spokane, WA 99204

Camporeale, Logan

From: James Bergdahl <jcbergdahl@gmail.com>
Sent: Wednesday, December 21, 2022 10:52 AM
To: Duvall, Megan; Camporeale, Logan; Benzie, Ryan
Cc: Spokane Preservation
Subject: Landmarks Commission meeting today

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Megn and Logan,

I was hoping to have finished a letter by yesterday to the Landmarks Commission about my general support, **but with some significant objections**, for the Cannon Streetcar Neighborhood designation, but unfortunately other work obligations have prevented me from doing so.

Since I have outlined in some detail to you two previously my objection to the 25% threshold for the Special Valuation Incentive, will you please mention my concern to the Commission today?

The Special Valuation Property Tax Incentive in its current form substantially favors the wealthy or financially well-connected, and works against the low and middle income people. It is therefore a regressive property tax subsidy that is quite clearly socially inequitable. Furthermore, many low- and middle-income people in the Cliff streetcar Neighborhood own contributing houses than have just as high a need for substantial restoration as wealthy homeowners.

A progressive, socially equitable, Special Valuation Tax Incentive should be focused on the contributing homeowners who need it the most. As it is now, it is basically a property tax loophole that significantly benefits wealthy, or financially well connected, homeowners, the one who need it the least.

Background: am a 69 year old Spokane native who has actively participated in historic preservation of historic homes on the South Hill since 2000 – as both a homeowner and as a journeyman carpenter. I own a small 1910, Kirtland Cutter craftsman "bungalow" (Jasper House), the 1905 Reba Hurn House, and a 1923 Pacific Ready-Cut craftsman bungalow....all on Spokane's South Hill. During much of this period I have also supported the Spokane Preservation

Advocates in a number of ways. I also attended almost every public meeting about the Cannon Streetcar historic designation before the actual vote, where I regularly expressed my concerns. However, the only significant change in the rules and regulation regarding formal designation is that now, apparently, the Landmark Commission will *not* be required to approve of the colors a homeowner decides to paint their house.

Thank you

Sincerely,

James

--

James Bergdahl
Conservation Biology Center
919 S. Adams St.
Spokane, WA, USA, 99204
jcbergdahl@gmail.com
Office: 509.835.5233 (no texts)

Phil and Rosemary Small
1412 W 7th Avenue
Spokane, WA 99204

12/21/2022

Comments in support of adopting the Cannon Streetcar Suburb Local Historic District overlay

Members of the Spokane Historic Landmarks Commission, Planning Commission and City Council:

I am fascinated by the history of my block, which is where the first house was built in the neighborhood in 1895, with its own well and outhouse. My house was next in 1903, connected to water, sewer, gas, and electricity! One home on my block has the seventh generation of the same family living in it. Our house (1412 W 7th) was owned by Gladys Hays from 1916-1998. She was the first female real estate appraiser in Washington State. I recommend adoption of the historic district overlay.

Rosemary Small

Camporeale, Logan

From: Patricia Hansen <patricia@pahansen.com>
Sent: Wednesday, December 21, 2022 12:37 AM
To: Duvall, Megan
Cc: Camporeale, Logan; Ian White
Subject: Re: Cannon Streetcar Suburb Historic District

Importance: High

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To whom it may concern,

As property owner of 1104 W. 8th Avenue, I support the public process to establish the Cannon Streetcar Suburb Historic District per SMC 17D.100.100

I was informed of the number of affirmative votes needed from property owners within the proposed Historic District as required by SMC 17D.100.100. The proposed boundaries were drawn by the Office of Historic Preservation in consultation with the Neighborhood. November 14 marked the end of the 60-day voting period. Property owners within the proposed Historic District boundaries exceeded the requirement of 50% + 1 votes in the affirmative.

SMC 17D.100.100 was passed on Monday, September 16, 2019 with an effective date of Friday, November 1, 2019. There are no amendments. Therefore, as a property owner, I can find no reason that the Cannon Streetcar Suburb Historic District should not be recommended by the Spokane Historic Landmarks Commission to the Plan Commission and, ultimately, to the City Council for final approval.

For reference, SMC 17D.100.100

- B. *In the case of a historic district, the proposed design standards and guidelines shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, "owners of property" includes owners of units within a condominium association.*
- C. *If the commission finds that both the requisite number of signatures are present on the petition and that the design standards and guidelines should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. The Commission shall, pursuant to SMC 17D.100.050, forward its findings to the City Council for*

adoption of the appropriate legislation to adopt the historic district overlay zone as part of the official zoning map. Non-contributing resources within the overlay zone are subject to administrative or commission review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the design standards and guidelines. No less than every five (5) years, the commission shall review and consider amendments to the design standards and guidelines for each district established under this section and forward its findings and recommendations to the City Council for adoption.

Respectfully.

Patricia Hansen, Ed.D.

Patricia Hansen, Ed.D.

208-755-1925 cell

patricia@pahansen.com

From: [Nicholas Reynolds](#)
To: [Duvall, Megan](#); [Camporeale, Logan](#)
Subject: Request to Add Attachments to the Public Comment Section and Historic Record in Support of Cannon Streetcar Suburb Historic District
Date: Wednesday, November 16, 2022 8:40:17 PM
Attachments: [2022.09.27, Neighbors want to designate the Cannon Streetcar Suburb - The Spokesman-Review.pdf](#)
[2022.09.28, Spokane neighborhood could become new historical district - KREM2.pdf](#)
[2022.10.13, The Cliff-Cannon neighborhood on Spokane's lower South Hill could get historic protections - if homeowners want it - Inlander.pdf](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Megan and Logan,

My name is Nick Reynolds and I live at 1220 W 11th AVE, within the proposed Cannon Streetcar Suburb Historic District.

I would like to submit the attached PDF items that I would like to have added to the public comment section and historic record in support of the proposed historic district:

- 2022.09.27, Neighbors want to designate the Cannon Streetcar Suburb as a historic district, with ballots due Nov 11 - The Spokesman-Review
- 2022.09.28, Spokane neighborhood could become new historical district - KREM2
- 2022.10.13, The Cliff-Cannon neighborhood on Spokane's lower South Hill could get historic protections - if homeowners want it - Inlander

Thanks,

Nick Reynolds
509-863-7520

From: [Nicholas Reynolds](#)
To: [Duvall, Megan](#); [Camporeale, Logan](#)
Subject: Request to Include Additional Attachments to the Public Comment Section and Historic Record in Support of Cannon Streetcar Suburb Historic District
Date: Tuesday, December 13, 2022 10:41:26 PM
Attachments: [2022.09.19, Same feeling when they walk through the neighborhood - Cannon Hill neighbors to vote on historic district - KXLY.pdf](#)
[2022.11.29, Neighbors vote in favor of Cannon Streetcar Historic District - The Spokesman-Review.pdf](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Megan and Logan,

My name is Nick Reynolds and I live at 1220 W 11th AVE, within the proposed Cannon Streetcar Suburb Historic District.

I would like to submit the attached PDF items that I would like to have added to the public comment section and historic record in support of the proposed historic district:

- 2022.09.19, Same feeling when they walk through the neighborhood - Cannon Hill neighbors to vote on historic district - KXLY
- 2022.11.29, Neighbors vote in favor of Cannon Streetcar Historic District

Thanks,

Nick Reynolds
509-863-7520

From: [Camporeale, Logan](#)
To: "Kris Hansen"
Cc: [Benzie, Ryan](#); [Duvall, Megan](#)
Subject: RE: "Education and advocacy" for the Cannon Streetcar District
Date: Tuesday, October 18, 2022 3:03:00 PM
Attachments: [image010.png](#)
[image011.jpg](#)
[image012.png](#)
[Cannon Master Sheet 9-8-22.xlsx](#)
[image002.jpg](#)
[image004.png](#)

Good afternoon Kris,

Sorry to be delayed in responding to your follow up questions. Hopefully Megan's answers helped. Here is the vote status info you asked for:

As of 10/18/2022:

206 yes votes

51 no votes

6 improperly completed votes

I have also attached the spreadsheet that we use for tracking which ballots have been returned to our office.

Best,

Logan Camporeale

Historic Preservation Specialist

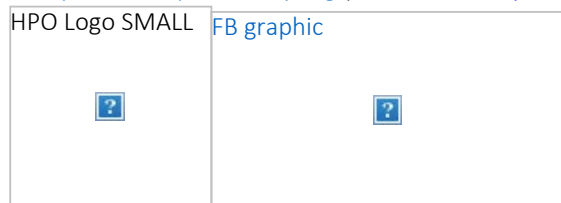
City/County of Spokane

808 W. Spokane Falls Boulevard

Spokane, WA 99201-3329

509-625-6634

lcamporeale@spokanecity.org | www.historicspokane.org



From: Duvall, Megan <mduvall@spokanecity.org>
Sent: Monday, October 17, 2022 4:06 PM
To: 'Kris Hansen' <hansenmba@hotmail.com>
Cc: Benzie, Ryan <rbenzie@spokanecity.org>; Camporeale, Logan <lcamporeale@spokanecity.org>
Subject: RE: 'Education and advocacy' for the Cannon Streetcar District

Hello Mr. Hansen,

I apologize for the delay in responding. Logan was on vacation last week. I will answer your questions below.



Megan Duvall

Historic Preservation Officer
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
509.625.6543 Office Cell Phone: 509.435.8260
mduvall@spokanecity.org | www.historicspokane.org

From: Kris Hansen <hansenmba@hotmail.com>
Sent: Monday, October 17, 2022 3:39 PM
To: My 311 <my311@spokanecity.org>
Cc: Duvall, Megan <mduvall@spokanecity.org>; Benzie, Ryan <rbenzie@spokanecity.org>; Camporeale, Logan <lcamporeale@spokanecity.org>
Subject: Re: 'Education and advocacy' for the Cannon Streetcar District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon, 311,

Please document the questions submitted last week. I look forward to a response to the questions and voting summary.

Thank you,

Kris Hansen

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Kris Hansen <hansenmba@hotmail.com>
Sent: Monday, October 10, 2022, 9:57 PM
To: Camporeale, Logan <lcamporeale@spokanecity.org>
Cc: Duvall, Megan <mduvall@spokanecity.org>; Benzie, Ryan <rbenzie@spokanecity.org>
Subject: Re: 'Education and advocacy' for the Cannon Streetcar District

Thank you, Logan,

Confirming that if this passes, the 81% of homes do not have to pay the \$250+ fee for the Spokane historic home registry, do not have a public review and do not need to hire a historic consultant for the application because you

have already completed the nomination process for them.

That is correct.

Since this is taxpayer funded, once the Federal money runs out, how is this program funded? Since there is no assessment for this district, does it fall on local residents to pay for the review and management of shutters, gutters and shingles for these private homes? Certainly, the certificate of approval fees do not cover the City and County costs of the program.

The federal money was only for preparation of the documents needed for the creation of the district. That money has been spent. Residents who apply for building permits within the district will have to pay either a \$25 (administrative) or \$75 (full Landmarks Commission) review when they seek a building permit. The Historic Preservation Office has always been funded by the general fund as well as county funding (currently \$40,000/year).

What is the current fee structure for the district certificate of approval for alterations, new front doors, etc? What is the timeline for approvals of homeowner submissions for certificates of approvals? Will your department be expanding to cover the additional time needed to manage new historic districts?

See above for fees. Administrative review is generally no more than 1 day. CoAs that need to go to the full Commission will be heard at the next monthly meeting being held (3rd Wednesday of every month). We don't anticipate needing additional staff.

Why do the streetcar signs mention managing growth and density? The district area is predominantly RSF – the historic district doesn't change that. Any house in that district could be converted to apartments and this historic district does not limit this. The whole vote about the façade of the home and there are zero zoning changes in the documents I saw.

There are no changes to zoning. The Historic Preservation Office did not create the yard signs, but our interpretation of that language is that there will be review of the design of new construction (ie: growth).

I appreciate your help in finding the facts.

Best,

Kris Hansen

From: Camporeale, Logan <lcamporeale@spokanecity.org>

Sent: Wednesday, October 5, 2022, 2:45 PM

To: Kris Hansen <HansenMBA@hotmail.com>

Cc: Duvall, Megan <mduvall@spokanecity.org>; Benzie, Ryan <rbenzie@spokanecity.org>

Subject: RE: 'Education and advocacy' for the Cannon Streetcar District

Kris,

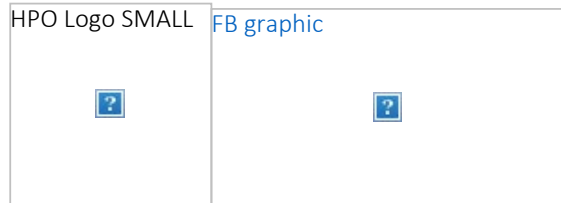
Please see some responses and answers to your questions/comments in blue text below. Don't hesitate to follow up with any additional questions.

Best,

Logan Camporeale

Historic Preservation Specialist
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
509-625-6634

lcamporeale@spokanecity.org | www.historicspokane.org



From: Kris Hansen <HansenMBA@hotmail.com>
Sent: Wednesday, October 5, 2022 11:49 AM
To: Duvall, Megan <mduvall@spokanecity.org>
Cc: Bishop, Stephanie <sbishop@spokanecity.org>; Camporeale, Logan <lcamporeale@spokanecity.org>
Subject: 'Education and advocacy' for the Cannon Streetcar District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning,

At last night's Cannon neighborhood meeting, two presenters provided what they considered education and advocacy for the Cannon Streetcar District proposal. The sales pitch included automatic eligibility for facade grants, property tax reductions and Spokane Historic home registration for all homes built before 1955.

What these 'educators' are not saying is that the facade and property tax incentives are available to anyone who obtains a Spokane Historic home designation. They also don't have information on how to register a home for Spokane's Historic designation. Apparently, you have to vote YES for the newly created brand, 'Cannon Streetcar District', or you don't get a Spokane Historic home designation.

[If the proposed district receives the required number of votes, the way any individual property owner voted will have no bearing on their eligibility to take advantage of the incentives or on their ability to individually list their property on the Spokane Register of Historic Places.](#)

It's this style of partial information that has finally encouraged me to reach out to the community with facts. Please confirm the following to ensure I provide actual, truthful information:

*The two reps marketing the brand name 'Cannon Streetcar District' did not know the Cannon streetcar went down 10th just short of Cannon, through an area this brand does not include. Confirming the route of the actual Cannon Streetcar turnaround at W 10th Ave and S Elm.

[The first streetcar to service the neighborhood was the Spokane Cable Railway which opened in 1890 and went up Monroe Street to 14th Avenue. The second streetcar line, the 1899 Cannon Hill Line went up Bishop Court and 6th Avenue to Adams Street before turning south and heading to 10th Avenue where it turned west and headed down 10th until it terminated at 10th and Elm. I don't know if there was some sort](#)

of turnaround infrastructure at that intersection or if the car just began moving the opposite direction. The Spokane Traction Company and another WWP line also went through the proposed district. I have attached a map which shows the different streetcar lines and the boundary of the proposed district. As you can see, we endeavored to draw the boundary in a way that would include the vast majority of streets that contained streetcar lines in the neighborhood. In the proposed district there were streetcar lines on Walnut, Cedar, Adams, Jefferson, Madison, Monroe, 6th, 9th, 10th, and 12th. Comparatively, the area to the west of the proposed district only contained street car lines on Maple and 10th. Don't get me wrong, the streetcar had some impact on the development of the area to the west of the proposed district, but it is clear that development within the boundary of the proposed district was more impacted by the presence of the streetcar.

*The reps from last night seemed confused; I am confirming the Spokane Historic homes list does NOT include all current Nationally recognized contributing homes. The Spokane Historic homes list is another layer of government that requires a separate application process and no Nationally recognized contributing properties were grandfathered into Spokane Historic home designation.

The Spokane Register of Historic Places (SRHP) only includes properties that are individually listed on the local register or that are contributing properties to a local district. Our office does keep track of the properties within Spokane that are listed on the National Register of Historic Places individually or as part of a district, but we have only limited review over demolition to those properties and we cannot offer them local incentive programs unless they are also listed on the SRHP. I am not sure what you mean by grandfathered in. The SRHP was formed in 1981 and only a handful of properties had been listed on the NRHP when the SRHP was created. They are two different registers with two different focuses. When the Ninth Avenue National Register Historic District was formed in 1994 the proponents could have pursued a local designation like their counterparts in Corbin Park did in 1991-1992, but for some reason they chose not to. (Also, it is relevant to note that the National Park Service advises that local governments should limit their review over NRHP properties since their listing is honorary.)

*Homes built before 1955 AND are within the boundaries of marketed 'Cannon Streetcar District' or the Brown Addition District are automatically registered as Spokane Historic properties.

Properties built in 1955 or earlier and within the boundary of the proposed district are deemed contributing properties to the district **only if** they retain sufficient integrity to convey their historic character. Approximately 81% of the properties within the proposed district are considered contributing. Contributing properties in a local historic district are treated similarly to properties that are individually listed on the SRHP, they are subject to design review and are eligible for local incentives.

To ensure I provide accurate information;

* Please provide details as to the cost and application process for registering a home on the Spokane Historic homes list for regular homeowners (those outside of the special Browns District and 'Cannon Streetcar District').

The application fee to list a property individually on the SRHP is as follows:

Residential property: \$50 Nomination Fee + \$203.50 County Auditor Filing Fee = \$253.50 Total Due

Commercial property: \$100 Nomination Fee + \$203.50 County Auditor Filing Fee = \$303.50 Total Due

Property owners may prepare the nomination themselves or they may hire a consultant to do that work which may incur additional costs. That is between the property owner and consultant. You can learn more about the nomination process [on our website](#).

*Please confirm the costs for operating the potential Cannon Streetcar District are not funded via a 'District' assessment. Services of reviewing shutters and gutter placement are paid for by all taxpayers in perpetuity.

There is no assessment that will be charged to all property owners in the district to administer the proposed Cannon Historic District and federal grant funds were used to help cover the costs of preparing the district nomination and other documents. Review of changes to properties in the proposed district will be conducted by the Historic Preservation Office and the Landmarks Commission. There is a design review fee charged at the time of application for a Certificate of Appropriateness for any proposed changes. Those fees, paid by the applicant for work on their property, help to offset the cost of staff time to conduct design review.

*At the neighborhood meeting I attended several months ago, either you or Logan, had said addresses that had not voted were available to the public. Please include the current list of non-responding addresses.

I have not yet updated the list of returned ballots with the most recently returned, but I will follow up with you in the next week with that information.

I choose to live in South Hill because I love the old architecture. I love the true history of the neighborhood and support Spokane's historical homes. Spokane historic homes are not located in a small District- property owners throughout Spokane should receive accurate information on the Spokane Historic homes registry process.

Information on the listing process, the design review process, and our incentive programs are detailed [on our website](#). All nominations that come before the Spokane Historic Landmarks Commission are presented in a PUBLIC HEARING at city hall where public comment is accepted. All properties that have been listed on the SRHP have a landing page on our website with information about the property and the documents related to the listing.

As for sharing information on the proposed Cannon Historic District. We have had a project webpage since early 2020. We have presented at no less than three Cliff-Cannon Neighborhood Council meetings starting in 2020. We have conducted at least 3 in-person workshops specifically focused on the district and hosted at a location within the proposed district. We have conducted at least one virtual workshop. We held a popup information table over two days in multiple different locations of the neighborhood where we provided information and answered questions. And, we have spoken to the press about the project. We have been endeavoring to share accurate information on the project since its inception, but we are open to ideas on how we might reach more people with our outreach efforts.

Thank you for your assistance in helping advance facts.

Best,

Kris Hansen

Sent from phone ~ please forgive spelling errors

From: [tina](#)
To: [Historic Preservation](#)
Subject: Cannon Streetcar Suburb Historic Dist support letter
Date: Wednesday, January 18, 2023 12:39:07 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

January 18, 2023

To Whom It May Concern:

I want to start off by saying how proud I am to live in a city and neighborhood that honors historic homes/buildings. This was proven with receiving the amount of votes we received from the neighborhood, many owners are for this.

Growing up in Spokane's Indian Trail neighborhood, I always loved the neighborhood, which we now own a house in, the Cliff Cannon Neighborhood.

I left Spokane in 1979 after graduating high school, during a huge recession; I got a job in Alaska. I then stayed away for 35 years. Seattle was my home for close to 20 years, after that I called San Francisco my home.

In 2011 we bought a historic house built in 1907 in the Cliff Cannon neighborhood moving back to Spokane to be closer to friends and aging family. We love the house, the neighborhood, and our neighbors. There is a real sense of pride and community amongst our neighbors. We look out for each other, we help each other, and we know we can ask for help at anytime.

I go back to Seattle or San Francisco now not recognizing it. The cities I once loved have changed so much. Tearing down beautiful houses and buildings to replace them with new cookie cutter apartments and office buildings that are proving to not stand up to the test of time. Many times we do not realize what we want until it is too late and everything has changed. These are the things we do not give a thought about until we are older, seeing all the changes, and longing for the memories. The sense that Spokane hadn't change that much over the thirty-five years I was away, was reassuring for me. One new area that I love is Kendall Yards. I'm glad they are doing something there because nothing was there.

I am for adding density to any existing neighborhood. Two homes in our neighborhood have recently added new garages with second floors. These neighbors have kept the same look as their house and hence the neighborhood. They are attractive and fit in. Another neighbor/builder built a brand new house that is beautiful and fits in with the feel of the neighborhood. This isn't the cheapest way but it is the right way to maintain the feel and pride of the neighborhood.

Instead of following the trend of so many other cities, why don't we set a precedent that the old and new can coexist? Let's be the model for other cities to follow. These historic homes have stood the test of time.

I hope that the people involved, at the city level, will realize this and pass our status as a historic neighborhood.

Thank you for listening,
Tina Wiseman
1129 W 9th Ave
Spokane, WA 99204
415-279-3063

From: [eileen_martin2002](#)
To: [Historic Preservation](#)
Subject: Yes
Date: Thursday, January 12, 2023 5:45:09 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I live on 10th Avenue on South Hill and I want to see it become historic district thank you
Eileen Martin

Sent from my T-Mobile 5G Device

From: [melissa flynn](#)
To: [Duvall, Megan](#)
Subject: Yes for the Cannon Street Car Suburb Historic District
Date: Tuesday, January 17, 2023 2:29:03 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Ms. Duvall,

Thank you for all you do to respect, educate and help preserve historic Spokane. I live in the Cliff-Cannon neighborhood. The Cannon Streetcar Suburb Historic District vote was tallied on November 15, 2022 and the neighborhood voted yes with a super majority. Hurrah! My wife and I were voters and very pleased with the positive outcome. Now we join other existing historic districts including Browne's Addition, Corbin Park, Hillyard, Comstock-Shadle and Booge's Addition. What an honor. This opportunity allows our neighborhood to preserve a look and feel of yesterday, a hundred plus years ago, and also today, with various modern mainstays and diverse domiciles. We love the eclectic, historic look and feel of our unique area.

My wife and I got the keys to our home in this neighborhood on February 1, 2020. We were so excited to buy a house that was 117 years old! We didn't know it then, but we bought a vintage beauty that was destined to shine. We carefully restored and remodeled the 1909 Queen Anne Freestyle home to follow the original character and also support our modern lifestyle. Recently we nominated and achieved Spokane historic designation and preservation in perpetuity of the "Marcus and Augusta Elias Home". We know we are doing our part in preserving the character of the neighborhood with our historic home investment.

Historic district designation encourages some people to buy and rehabilitate properties because they know their investment is protected over time. The Special Valuation Program is an important benefit of owning and rehabilitating a contributing property. The Cannon Streetcar Suburb Historic District has 588 properties and more than half are more than 100 years old. For those property owners who participate, the beneficial program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed. We just completed that program, as well. We know many neighbors in contributing properties could also benefit. We see no down sides to this historic district designation. We support it 100%.

Finally, another important aspect of our neighborhood is the beautiful tree canopy that has matured over 100 years. It is a stunning part of what makes the neighborhood special. Our corner property has the distinction of being framed by seven mature maple trees. The trees belong to the city, but we care for them. In our first year of ownership we paid a tree surgeon and crew to prune, shape and stabilize them for their longevity. It was important to us as stewards of our property and the trees who are our in our care, by default. This too, is a benefit for all neighbors who enjoy their beauty and shade. Property owners invest in more than just the homes and foot prints of their property. Yet one more positive outcome by encouragement for care and restoration.

We hope the city will follow through on this proposal and pass it to help us preserve this beautiful and unique part of Spokane's history.

Thank you, Melissa Flynn

Melissa Flynn, Costumer/Consultant/Private Chef
"Friday Night Date"
206-708-3526

"One cannot think well, love well, sleep well, if one has not dined well." –Virginia Woolf

From: [Donna Ballou](#)
To: [Duvall, Megan](#)
Cc: balloudj@comcast.net
Subject: Support of Cannon Street Initiative
Date: Monday, January 9, 2023 10:57:21 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Greetings Spokane Historic Preservation Society

This letter is in support of the Cannon Streetcar Initiative. I have been a resident of this area for 47 years and a property owner for 23 years.

The architecture, history and beauty are priceless. This neighborhood is witness to the aesthetic and cultural history of Spokane and provides a unique connection to the past. These gifts of beauty, history and knowledge provide citizens a strong sense of belonging and pride. These are the traits that will support the growth and development of Spokane.

We are truly blessed to live in a city with a rich and colorful past. It is our responsibility to protect the treasures that bless our lives and protect these important gifts for future generations. As Joni sang "Don't it always seem to go that you don't know what you've got till it's gone".

This initiative allows for growth but also has the needed guidelines to protect the wonderful treasures of this neighborhood.

I encourage the continued support of the protection of our priceless gifts.

Sincerely yours
Donna Ballou

Sent from my iPad

From: [Jake Mouser](#)
To: [Historic Preservation](#)
Subject: Cannon Street Car Historic District
Date: Monday, January 16, 2023 6:36:31 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Spokane Historic Preservation Commission,

I am Jacob Mouser, the landowner at 1307 S Adams St, Spokane, WA 99204 with my wife Madison Silver. I am writing to echo my support for the recommendation to approve my neighborhood as a historic district! I am proud of my neighborhood for mobilising an overwhelming vote in support of this, this fall!

Thank you for continuing to support this recommendation to the Mayor!

Best regards,

--

-Jake Mouser

jwmouser@gmail.com

From: [Scott Herrick](#)
To: [Duvall, Megan](#)
Subject: Re: A modest proposal
Date: Monday, January 9, 2023 9:45:25 AM
Attachments: [image001.jpg](#)
[image002.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks for the quick reply! I'm heartened by the thoughtfulness and thoroughness of your response—it makes more sense now. Hopefully at some point the powers that be might consider extending the southern boundary a few blocks but again, thanks for your work on this and please keep me on the mailing list for updates and such.

Thanks again!
Scott

On Mon, Jan 9, 2023 at 9:36 AM Duvall, Megan <mduvall@spokanecity.org> wrote:

Good morning, Scott –

Thanks for reaching out about the boundaries of the Cannon Streetcar Suburb Historic District. Obviously, we had to create boundaries that made sense in terms of the Period of Significance for the district which are associated with early transportation in the area. As you probably know, the streetcars went much further up the South Hill too. The reason that we had to make the decision to cut off the boundary at 13th was two-fold. One – our office is very small – only two full-time people. As such, we had a rather small grant (in the scheme of things) to work with in terms of creating a local historic district and everything that goes with it. Our grant application was supported by the state agency who administers those grants due mainly to the development pressures and variety of zoning that is in place within the boundaries that were drawn for this grant/project. As you extend further south in the neighborhood, there is less development pressure and therefore less protection needed for the neighborhood. We, as a small department, had to also consider how we would be able to adequately manage the district in the future – keeping design review times as short as possible for the bulk of reviews which would be administered by staff. If we had added another 100-200 properties, it would really push the limits of our capacity to have gotten this project as far as it is now. As it is, the district includes almost 500 properties. Along with the 300 or so properties that were included in the Browne's Addition effort in 2019 and the existing nearly 550 individually and smaller districts we already have on the Spokane Register, we have more than doubled the amount of properties listed on the Register in a short time (if the Cannon Streetcar District passes City Council).

If there is a desire in the future to expand the district, that is something that can be considered. The wonderful folks who staffed the table at the neighborhood block party were owners who volunteered to help get the word out about the vote, so I can see why they would not have been able to answer the questions about the boundaries and what went into setting those originally.

I hope that explains where we were at in terms of having to create both a manageable size and boundaries that made sense for the transportation history that made it significant.

Here is the boundary justification from the nomination itself:

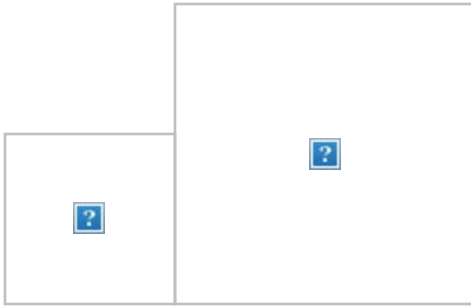
Cannon Streetcar Suburb Historic District Boundary Justification

The district is roughly bound by Walnut Street and Cedar Street on the west; 6th Avenue and Bishop Court on the north; Lincoln Street, Cliff Avenue, and 12th Avenue on the east, and 13th Avenue on the south. Drawing historic district boundaries can be challenging as there are a number of careful

considerations that must be weighed in order to include the most contributing properties that tell the story of the district. In the Cannon Streetcar Suburb Historic District a number of factors were considered as the boundary was drawn:

- The boundary was drawn in order to include a large portion of the former streetcar and public transportation infrastructure that catalyzed residential development in the Cannon Streetcar Suburb Historic District. Two particular areas that were included in the boundary specifically to help tell the public transportation story are Bishop Court between Monroe Street and 6th Avenue, and 12th Avenue where it bends eastward from Monroe Street toward Wall Street. Both of these curvilinear roads were part of the streetcar route.
- The boundary was guided by distinct topographic changes. This is most obvious on the north boundary where 6th Avenue sits atop a bluff overlooking downtown and on the east end where the grade rises rapidly toward Marycliff-Cliff Park.
- The boundary was drawn to encompass a large number of properties that were already recognized as historic through individual listing on the Spokane Register of Historic Places.
- The boundary was drawn to include a large portion of the Ninth Avenue National Register Historic District and the entirety of two small Spokane Register Historic Districts: Booge's Addition and Comstock-Shadle historic districts.
- The boundary was drawn to encompass the historically significant properties that are at the highest risk for demolition.
- In the future, the borders of the boundary on the south and west could be expanded as these areas fit within the scope of this nomination and maintain a similar district feel. The Spokane Historic Preservation Office had to limit the size of the district to approximately 500 properties due to the minimal
- staff and limited resources available to create a local historic district.
- The area to the east of the district was not included in the boundary because, although it is a historic neighborhood, Marycliff-Cliff Park is a distinct area that makes the most sense as a separate historic district.

- The area to the north of the district was not included in the boundary because there is not sufficient intact historic resources to justify inclusion.



Megan Duvall

Historic Preservation Officer

City/[County of Spokane](#)

[808 W. Spokane Falls Boulevard](#)

[Spokane, WA 99201-3329](#)

509.625.6543 Office Cell Phone: 509.435.8260

mduvall@spokanecity.org | www.historicspokane.org

From: Scott Herrick <scottherrick36@gmail.com>

Sent: Sunday, January 8, 2023 5:25 PM

To: Historic Preservation <preservation@spokanecity.org>

Subject: A modest proposal

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Looking at the proposed boundaries of the Cannon Streetcar Historic District, I am struck by the omission of 14th Ave West which is crossed by existing streetcar tracks going south on Madison! Why exclude 14th? The corner of Adams and 14th has a Kirtland Cutter home, and the homes immediately south of 14th on Jefferson, Madison, Monroe and Adams are of the same vintage of those on 13th and north.... It seems arbitrary, without logic or sense to bisect the EXISTING old streetcar track itself (on 14th, 15th and 16th ...!) I asked about this earlier this summer at your information booth at the neighborhood street fair and nobody could explain this. A boon for the neighborhood would be to include the Rocket Bakery location on 14th and Adams (the gathering place for locals) and by moving the southern boundary just 2-3 blocks further south would encourage neighborhood support, collaboration, enthusiasm and just make a lot more sense! Maybe someone can explain any downside to this idea—I'd be curious. It's an absolutely wonderful idea, don't get me wrong, to designate the neighborhood as historically significant and worth preserving but by very modestly extending the boundary a couple blocks further south, there are several obvious advantages and I'm stuck trying to imagine a downside. I'd love to hear back from someone regarding this!! Thanks very much.

From: [Duvall, Megan](#)
To: "Melissa Flynn"
Cc: [Historic Preservation](#)
Subject: RE: Homeowner wants the historic district
Date: Tuesday, January 17, 2023 10:03:47 AM
Attachments: [image002.png](#)

Thanks so much for your comments, Abil – we will include it in our packet of information provided to the Plan Commission and City Council for upcoming hearings.



Megan Duvall

Historic Preservation Officer
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
509.625.6543 Office Cell Phone: 509.435.8260
mduvall@spokanecity.org | www.historicspokane.org

From: Melissa Flynn <bedbakedandbeyond@gmail.com>
Sent: Saturday, January 14, 2023 7:57 PM
To: Duvall, Megan <mduvall@spokanecity.org>; Camporeale, Logan <lcamporeale@spokanecity.org>
Subject: Homeowner wants the historic district

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear SHPO,

My wife and I moved to Spokane for a few important reasons. One of them was for its historic architecture. Whenever we visited Spokane, we loved walking downtown, stopping to appreciate the beautiful old buildings, still intact and still full of businesses and people. We moved here from Seattle, so we know the difference between a city that embraces its past and one that doesn't. This love of historic architecture extends to Spokane's historic neighborhoods, which are stunning and tell the stories, not only of the people who lived in these houses, but also about the people who live in them now. I am one of these people, and I want all the stories to be remembered and told and learned from. When these houses are gone, we lose more than an Arts and Crafts beauty, we lose our own context.

The Cannon Streetcar Suburb Historic District is a neighborhood full of historic homes, as well as some multi-family buildings that are not aging well. This neighborhood feels fragile. It is ripe for the picking by developers who might not have the interests of the people who live here at heart. Already, houses are being sold and bought. We, currently, have no control over what might be built to replace them. It could be a beautiful, well-constructed house or a cheap, quick apartment building that will not age well. This neighborhood needs to have oversight in building practices, and as soon as possible.

Please approve this important city ordinance.

Sincerely,

Abil Bradshaw

Glen & Wai Landry
1011 S Jefferson St
Spokane WA 99204
509-455-5924

January 11, 2023

Plan Commission
City Council
City of Spokane

RE: Cannon Streetcar Historic District

Dear Council Members,

We have lived in the proposed Cannon Streetcar Historic District for over 30 years. We have worked toward and voted for the new designation as did the majority of the property owners. We would like to see the Cannon Streetcar Historic District become a reality.

As with most of our neighbors, we like the look and feel of the neighborhood, with quaint turn-of-the-century to mid-century homes along tree lined streets. We have seen incredible investment into the existing homes in this area. This is a testament to the way people feel about this neighborhood.

With new developments around the city, the Cannon Streetcar neighborhood has become a rarity and we must preserve it or risk losing it forever.

We believe the property owners have spoken with the majority "yes" votes. We want to preserve the Cannon Streetcar neighborhood so we can continue to live in a truly special place.

Respectfully,

Glen & Wai Landry

From: [Steve Blaska](#)
To: [Historic Preservation](#)
Subject: Request for Plan Commission and City Council Support
Date: Sunday, January 1, 2023 2:33:40 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We request your support to the creation of the Cannon Streetcar Suburb Historic District

It is important for the City to recognize this historic neighborhood. As alluded to by including 'streetcar' in the title, this neighborhood was a turn of the century urban planning success.

For the first 50 years of the last century, when Spokane faced a growing population and need for housing, this neighborhood was a solution. Developers created a housing solution with a sense of place. Most of this housing has survived for over a century.

High density was needed then.... and this neighborhood continues to contribute to this objective today. This neighborhood remains the second highest density neighborhood in Spokane.

As we look to the future, we should replicate successes of the past. When we find solutions that contribute to our great city, we need to do it intelligently. The property owners in the proposed district overwhelmingly voted in support of design standards to preserve the character of this important neighborhood. The historic district design standards do not conflict with our need for opportunities for growth. The standards simply shape that development to retain the sense of place by honoring the wisdom and craftsmanship of the past.

Please support the voice of these neighbors who feel it is our privilege to live here and accept the responsibility to be good stewards of what we inherited so the next generations will also have that privilege. This district will serve as an example of how a community can grow without sacrificing its identity.

Thank you

Steve & Dianna Blaska

1211 W 13th Ave

Spokane, WA 99204

From: [Nicholas Reynolds](#)
To: [Duvall, Megan](#); [Camporeale, Logan](#)
Subject: Request to Include to the Public Comment Section and Historic Record in Support of Cannon Streetcar Suburb Historic District
Date: Monday, January 23, 2023 11:15:49 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Megan and Logan,

My name is Nick Reynolds and I live at 1220 W 11th AVE, within the proposed Cannon Streetcar Suburb Historic District. I have lived in the Cliff-Cannon neighborhood since March 2007.

I am writing today as representative of a group of neighbors that worked to support the Cannon Streetcar Suburb Historic District: the Cannon Streetcar Suburb Historic District Subcommittee. This group came together to organize, inform, conduct door-knocking, and support the property owner vote to approve the proposed historic district. In my opinion, there is no reason anyone living in the neighborhood was not fully informed of this important vote. As such, we believe the Spokane Plan Commission, Spokane City Council, and the Honorable Mayor Nadine Woodward should vote to approve the formation of the Cannon Streetcar Suburb Historic District.

In addition to the mailer and ballot sent by Spokane Historic Preservation Office, the Cannon Streetcar Suburb Historic District Subcommittee completed the following outreach in an effort to fully inform our neighbors:

1. Staffed an informational booth at the annual Neighborhood Fair
2. Distributed 100 yard signs and delivered door hangers to individual owner-occupied residences (using Spokane Preservation Advocates contribution and personal funds)
3. Sent mailings to all investors (twice), reflecting 284 votes, or about 49.2% of the neighborhood. We also attempted to phone these individuals, where possible.
4. Sent mailings to all condominium owners (twice), reflecting 92 votes.
5. Went door to door and visited as many of these homeowners as we could, in varying weather conditions. There were 293 homeowners, or 50.8% of the neighborhood.
6. Hosted two community information open houses

We are thrilled the vote was so successful and recorded a 68% voter turnout! 391 of 577 eligible votes were returned which included 324 votes of "YES" to form the District and 67 votes of "NO" against forming the District. 186 of 577 votes were not returned and are therefore counted as "NO" votes.

Given the extensive outreach efforts undertaken by the Cannon Streetcar Suburb Historic District Subcommittee to fully inform our neighbors, and the significant results of this important democratic

vote, I can find no reason that the Cannon Streetcar Suburb Historic District should not be recommended for final approval by the Spokane Plan Commission as well as the Spokane City Council.

Regards,

Nick Reynolds
509-863-7520

From: [JULIE BIGGERSTAFF](#)
To: [Duvall, Megan](#); [Camporeale, Logan](#)
Cc: [Nicholas Reynolds](#)
Subject: Letter of support for Cannon Streetcar Suburb Local Historic District for 1-25-23 meeting
Date: Monday, January 23, 2023 10:58:19 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To: Megan Duval and Logan Camporeale
Re: Support for Cannon Streetcar Suburb Local Historic District

We, the executive committee of the Browne's Addition Neighborhood Council, on behalf of the larger Browne's Addition Neighborhood Council, write in full support of establishment of the Cannon Streetcar Suburb Local Historic District. Since Browne's Addition Neighborhood achieved this status as a local historic district, we have seen multiple positive impacts on our neighborhood and feel that designation of our neighborhood as a local historic district has been a net positive change. Positive activities include facade improvements on multiple properties that prior to the Historic District designation, had languished. We have also had no further development or construction of new, 'out of scale' properties within the neighborhood; several large projects were constructed prior to our historic district designation and those have negatively impacted adjoining properties due to minimal setbacks, inappropriate building height and lack of on-site parking in what is already the most densely populated neighborhood in Spokane. We know for a fact that several significantly historic properties on the west end of our neighborhood, eyed for demolition and development, have been saved.

Most importantly, we feel that the historical character of our neighborhood has been maintained and that it continues to be reflected in the wishes and subsequent votes of the people who currently reside and own property in our neighborhood, rather than reflective of the wishes and money of outside developers. Additionally, historical tourism is an important economic driver in the City of Spokane and our older neighborhoods, with the vast historic housing stock that we still have, are an important part of the tours that occur. We encourage the members of the City of Spokane's Planning Commission to please vote 'yes' to establish the Cannon Streetcar Suburb Local Historic District.

Browne's Addition Neighborhood Council Executive Committee

Chair: Tiffany Picotte

Vice-Chair: Dave Williams

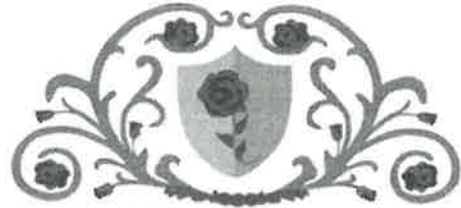
Treasurer/Secretary: Julie Biggerstaff

Communications: Louie Flores

Gillian Cranehahn

Members at Large: Lee Williams

Rick Biggerstaff



WOMAN'S CLUB SPOKANE
Gather • Empower • Inspire

1428 W. 9th Avenue Spokane WA 99204

Megan Duvall
Logan Comporeal
Spokane Historic Preservation Office
808 W Spokane Falls Blvd.
Spokane WA 99201

January 16, 2023

Dear Megan and Logan,

The Woman's Club of Spokane supports the adoption of the Cannon Streetcar Suburb Local Historic District. The membership is comprised of women and men who live in the neighborhood as well through-out the city. The club's mission is to support the community through volunteer service while preserving the clubhouse built in 1909. The club membership is dedicated to the preservation of the clubhouse and extends the desire to protect and enhance the unique historic character of the neighborhood and support our neighbors who share this goal. The club's support is reflected in our providing meeting space for the historic preservation office and to the neighborhood groups that lead the effort.

The Woman's Club was founded by women who worked to make Spokane a better place to live. Our current membership continues this tradition. Please convey the Woman's Club support of this effort to the elected leaders who will make the decision to make this beautiful and valued neighborhood a local historic district.

Sincerely,

Susan Kuhner, president
Woman's Club of Spokane,
Affiliate of the General Federation of Women's Clubs

From: [eileen_martin2002](#)
To: [Historic Preservation](#)
Subject: Canon historic district
Date: Thursday, January 19, 2023 3:40:23 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

My home on 10th street is a small brick house built in the 1930s. I'm guessing it was owned by people who worked for the residents of the larger homes in the neighborhood. I love feeling like I live near history and it's disappearing all too fast. Spokane has these special little Historical neighborhoods and they need to be protected in any way shape or form. Thank you for your consideration. Eileen Martin, 1124 w 10th.

Sent from my T-Mobile 5G Device

From: [Birgitta Hendron](#)
To: [Historic Preservation](#)
Subject: In support of the Cannon Streetcar Suburb Historic District
Date: Friday, January 20, 2023 11:36:39 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To whom it may concern:

My name is Sarah Birgitta Hendron, and I am writing in support of the proposed Cannon Streetcar Suburb Historic District.

As the owner of the Shadle-Veasey House at 1118 W 9th, I live in a home that is individually listed on both the Spokane and National Registers of Historic Places. The historical value of the house was a major selling point for me. When I moved back to Spokane after a decade in New England and abroad, I knew I wanted to live in a place that reflected the best of my hometown: Abundant trees, turn-of-the-century architecture, and a community of people who felt a sense of pride in their neighborhood. Cliff-Cannon was the obvious choice.

Having also lived in Browne's Addition, I see significant parallels. Like Browne's Addition, Cliff-Cannon boasts leafy streets shaded by mature trees. Like Browne's Addition, we're walkable to downtown. Like Browne's Addition, we offer a lower barrier to entry than Rockwood or Manito Boulevard, making life in an historic neighborhood feasible for a wider swath of the socioeconomic spectrum. But unlike Browne's Addition, Cliff-Cannon is not yet protected from development that would undermine the character of our neighborhood.

November's vote on the proposed historic district confirmed what I already knew from conversations with my neighbors: Cliff-Cannon residents didn't move here by accident. The neighborhood's history — reflected in its houses, its trees, and its streets — brought us here. If we'd wanted beautiful historic homes with fewer trees, we would've moved to the North Side. If we'd wanted new homes, we would've moved to the Valley. But we wanted well-maintained old houses under a canopy of green. It's a classic Spokane combination, but as a third-generation Spokaneite, I've seen it grow harder to find with each passing year.

The Cannon Streetcar Suburb Historic District doesn't stand in opposition to Spokane's growth — quite the contrary. It enables the city to evolve without losing sight of itself. We're not asking for our neighborhood to be preserved in amber. We're asking for assurance that longtime residents, newcomers, and visitors will continue to enjoy the privilege of seeing Spokane's heritage alive and thriving.

Best,

Sarah Birgitta Hendron
(509)842-8435

Agency Comments
Received on the SEPA
Checklist Cannon Streetcar
Suburb Historic District
Proposal

Benzie, Ryan

From: Johnson, Erik D.
Sent: Wednesday, November 23, 2022 3:33 PM
To: Benzie, Ryan
Cc: Nilsson, Mike
Subject: RE: Cannon Streetcar Suburb Historic District SEPA - REVISED Request for Comments DUE December 2, 2022

No Engineering concerns.

Thanks,
Erik

From: Benzie, Ryan <rbenzie@spokanecity.org>
Sent: Friday, November 18, 2022 11:53 AM
To: Cortright, Carly <XXXccortright@spokanecity.org>; Melvin, Val <XXXvmelvin@spokanecity.org>; Abrahamson, Randy <randya@spokanetribe.com>; Development Services Center Addressing <eradsca@spokanecity.org>; Allenton, Steven <sallenton@spokanecity.org>; Anderson, Cindy <CYAN461@ECY.WA.GOV>; Tagnani, Angela <atagnani@spokanecity.org>; Averyt, Chris <caveryt@spokanecity.org>; Ibarlow <Ibarlow@spokanevalley.org>; mbasinger <mbasinger@spokanevalley.org>; zbecker <zbecker@cawh.org>; Black, Tirrell <tblack@spokanecity.org>; Brecto, Jason <jason.brecto@us.af.mil>; Brown, Eldon <ebrown@spokanecity.org>; Buller, Dan <dbuller@spokanecity.org>; Byus, Dave <dave.byus@avistacorp.com>; Cannon, Mike <mcannon@spokanecity.org>; Carson, Barb <BarbCa@spokaneschools.org>; Chanse, Andrew <achanse@spokanelibrary.org>; Chesney, Scott <schesney@spokanecounty.org>; Chouinard, Sonya <SonyaC@spokaneschools.org>; David Moore <David.J.Moore@usace.army.mil>; Davis, Marcia <mdavis@spokanecity.org>; Deatrich, Kerry <kdeatrich@spokanecity.org>; Dept. of Archaeology and Historic Preservation <sepa@dahp.wa.gov>; distrate (dcistrate@spokanecounty.org) <dcistrate@spokanecounty.org>; DNR Aquatics <dnrreaqualeasingrivers@dnr.wa.gov>; Duvall, Megan <mduvall@spokanecity.org>; Eliason, Joeline <jeliason@spokanecity.org>; Engineering Admin <eraea@spokanecity.org>; Eugene Aushev <Eugene.Aushev@avistacorp.com>; Eveland, Marcus <meveland@spokanecity.org>; Feist, Marlene <mfeist@spokanecity.org>; Figg, Greg <figgg@wsdot.wa.gov>; Fisher, Matt <MFIS461@ecy.wa.gov>; Forsyth, Greg <GregoryF@spokaneschools.org>; Gardner, Spencer <sgardner@spokanecity.org>; Gennett, Raylene <rgennett@spokanecity.org>; Graff, Joel <jgraff@spokanecity.org>; Greene, Barry <BGreene@spokanecounty.org>; Halbig, Bobby <bhalbig@spokanecity.org>; Hamad, Nicholas <nhamad@spokanecity.org>; Hanson, Rich <rahanson@spokanecity.org>; Hanson, Tonilee <sajbinfo@gmail.com>; Harris, Clint E. <ceharris@spokanecity.org>; Harshman, Shauna <XXXsharshman@spokanecity.org>; Hayden, Adam <ahayden@spokanecity.org>; Hughes, Rick <rhughes@spokanecity.org>; Jeff Lawlor <jeffrey.lawlor@dfw.wa.gov>; John Conklin <jconklin@spokanecleanair.org>; Johnson, Erik D. <edjohnson@spokanecity.org>; Johnson, Jeffrey <jeffrey.johnson.64@us.af.mil>; Jones, Garrett <gjones@spokanecity.org>; Jones, Tammy <TMJones@spokanecounty.org>; Jordan, Jess <dale.j.jordan@usace.army.mil>; kayc <kayc@wsdot.wa.gov>; Keller, Kevin <kkeller@spokanepolice.org>; Kells, Patty <pkells@spokanecity.org>; Kincheloe, Melanie <meki461@ecy.wa.gov>; Kokot, Dave <dkokot@spokanecity.org>; tlimon <tlimon@spokanetransit.com>; Lisa Corcoran <lcorcoran@spokaneairports.net>; Main, Steve <smain@srhd.org>; Marsh, Denise <Denise.Marsh@avistacorp.com>; McClure, Jeff <Jmclure@cheney.sds.org>; Meyer, Eric <emeyer@srhd.org>; Miller, Katherine E <kemiller@spokanecity.org>; Moore, James <JMOORE@spokanecounty.org>; Moore, Michael <michael.s.moore@williams.com>; Morris, Mike <mmorris@spokanecity.org>; Murphy, Dermott G. <dgmurphy@spokanecity.org>; Neighborhood Services <Neigh.Svcs@SpokaneCity.org>; Neiman, Saegen M <SNeiman@SpokaneCounty.org>; Nelson, Connie <connien@inlandpower.com>; Nilsson, Mike <mnilsson@spokanecity.org>; Note, Inga <inote@spokanecity.org>; Nyberg, Gary <GNYBERG@spokanecounty.org>; Okihara, Gerald <gokihara@spokanecity.org>; Owen, Melissa <mowen@spokanecity.org>; Palmquist, Tami

<tpalmquist@spokanecity.org>; Perkins, Johnnie <jperkins@spokanecity.org>; Development Services Center Planning Plan Review <eradscppr@spokanecity.org>; Pruitt, Larissa <larissa.pruitt@avistacorp.com>; Quinn-Hurst, Colin <cquinnhurst@spokanecity.org>; Raymond, Amanda <arraymond@bpa.gov>; Rehfeldt, Melissa <mrehfeldt@spokanetransit.com>; Renee Kinnick <Renee.Kinnick@dfw.wa.gov>; Richman, James <jrichman@spokanecity.org>; Robertson, Renee <rrobertson@spokanecity.org>; Ryan Sheehan, COO Spokane Airports <rshreehan@spokaneairports.net>; Sakamoto, James <jsakamoto@spokanecity.org>; Saywers, John <jsaywers@spokanecity.org>; Searl, Loren <lsearl@spokanecity.org>; Steele, David <dsteale@spokanecity.org>; Ryan Stewart <rstewart@src.org>; Studer, Duane <dstuder@spokanecity.org>; Taylor, Dannette <Dannette.a.taylor@usps.gov>; Taylor, Joel <jtaylor@spokanecity.org>; htrautman <htrautman@cawh.org>; Treasury Accounting <treasuryaccounting@spokanecity.org>; Turner, Bob <RobertTu@spokaneschools.org>; Weinand, Kathleen <kweinand@spokanetransit.com>; Weingart, LuAnn <luann.weingart@avistacorp.com>; Wendle, Ned <ned.wendle@mead354.org>; Westby, April <awestby@spokanecleanair.org>; Westerman, Kile <Kile.Westerman@dfw.wa.gov>; White, Jerry <jerry@spokaneriverkeeper.org>

Subject: Cannon Streetcar Suburb Historic District SEPA - REVISED Request for Comments DUE December 2, 2022

Good morning,

Please find the attached SEPA checklist, request for comments, and **revised** draft ordinance for the Cannon Streetcar Suburb Historic District proposed non-project action.

Proposal: This proposed ordinance would form the Cannon Streetcar Suburb Local Historic District and Overlay Zone. This proposal is adopting a new chapter 17D.100.290 Cannon Streetcar Suburb Local Historic District Overlay Zone to Title 17 of the Spokane Municipal Code which would form the Cannon Streetcar Suburb Local Historic District Overlay Zone in the Cliff-Cannon neighborhood of Spokane, Washington.

The intent of these efforts is to keep historic buildings in use and the historic character of the district intact by listing on the Spokane Register of Historic Places through the formation of an overlay zone; incentivizing rehabilitation; and reviewing changes to historic properties, demolitions, and new construction within the district.

Please direct any comments or questions to Ryan Benzie at rbenzie@spokanecity.org by **December 2, 2022 at 5PM.**

Thank you,



Ryan Benzie | Clerk III | Planning & Economic Development
509.625.6863 | my.spokanecity.org





Spokane Tribe of Indians
Tribal Historic Preservation Office
PO Box 100 Wellpinit WA 99040

November 21, 2022

To: Ryan Benzie City Dept.

RE: Ordinance 17.D.100.290

Mr. Benzie,

Thank you for contacting the Tribe's Historic Preservation Office, we appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you already know this area is sacred, religious and cultural significance to the Spokane Tribe, these sites are very limited and irreplaceable.

While surface evidence or artifacts and human remains may be sparse after years of non-Indian occupation and development, evidence below the surface may still be in place and artifacts and human remains may be entering the site through hydrological processes and other means.

RE: Case by case review on each project and may require cultural surveys and monitoring on these projects

We are looking forward to working with you and your staff.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)



December 2, 2022

Ryan Benzie
City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99201

**RE: SEPA DNS – CANNON STREETCAR SUBURB LOCAL HISTORIC DISTRICT AND OVERLAY ZONE SMC
CHAPTER 17D.100.020**

Dear Mr. Benzie,

Spokane Transit is in receipt of the SEPA checklist and associated documents for the above referenced project. Spokane Transit commends the City of Spokane on their efforts to distinguish this neighborhood and recognize the historical presence of transit service in the neighborhood.

As you know, Spokane Transit provides transit service to the Cannon neighborhood, providing amenities at busy stops such as passenger shelters, trash cans, benches, and signage.

In October 2017, Spokane Transit coordinated with the City of Spokane on proposed chapter 17D.100 Historic Preservation related to the Browne's Addition historical district. At the time, Spokane Transit was assured the historical design standards established by the Historic Landmarks Commission and agreed to by the property owners of the proposed district only apply to properties in the district. Objects in the right-of-way would not be governed by these design standards (please see attached email).

Consistent with previous determinations, Spokane Transit requests such items placed in the right of way or placed adjacent to the right of way for transit use, are not subject to the Cannon Streetcar Suburb Local Historic District Overlay Zone and Design Standards and Guidelines.

Thank you for considering STA's feedback in finalizing the proposed ordinance.

Regards,

A handwritten signature in blue ink, appearing to read 'K. Otterstrom', written over a blue circular stamp.

Karl Otterstrom, AICP
Chief Planning and Development Officer

cc:

E. Susan Meyer, CEO, Spokane Transit
Megan Duvall, City of Spokane

Comments Received on the
Cannon Streetcar Suburb
Historic District Proposal
before 9/1/2022

From: [Donna Ballou](#)
To: [Camporeale, Logan](#)
Subject: 1016 S Cedar St. 1889
Date: Saturday, July 30, 2022 5:14:03 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Logan

First of all...thanks for the information and history share during the Cannon Historical District meeting at the Womens Club- Thursday. You both are so knowledgeable and organized. It was the first time I was able to attend and plan on support of this very worthwhile project.

I have lived at 1016 S Cedar since 1979. I spend leisure time with history and research and have enjoyed learning about my house and the other neighboring properties in this area. My house is the Rugge house, 1889 and I have quite a file on the Henry Rugge family. My sources have been ancestry, newspaper.com, the Ferris Room at the MAC and the NW Room at the public library.

My earliest picture of the house is around late 1930's. I do know that Henry Rugge owned the 2 lots on Cedar St between 10th/11th.

An early structure was built on the N lot soon after 1889...then he sold the 11th/Cedar lot (which became the Ellis House) and built next door at 1016 S Cedar. He also opened a small business on N Howard St at this time.

My neighbor was able to attend one of your earlier meetings and shared with me that there was a picture in the presentation that showed this early (barn like structure) which I believe was the first build of Henry Rugge before he sold the lot.

Is there a possibility that I might view that picture? How complete that would be!

I was fascinated with the content of history that you shared. In your busy schedule...do you ever have time to take a visit to discuss yours and my findings of this neighborhood?

Thank you for taking the time with my lengthy email. Thank you both for your enthusiasm with this Cannon Historic Project.

Donna Ballou
1016 S Cedar
Balloudj@comcast.net

Sent from my iPad

Camporeale, Logan

From: Dustin Hall <dustin.e.hall@gmail.com>
Sent: Wednesday, June 22, 2022 10:09 AM
To: Duvall, Megan; Camporeale, Logan
Subject: Cannon Streetcar Suburb Historic District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

My husband and I live at 808 S Lincoln St, Spokane, WA 99204, and are interested in knowing what we might be able to do to get out the vote for the coming historic district decision?

Do you have any events coming up and when is the ballot going to be going to homeowners?

I haven't seen any yard or window signs or things along those lines, so I was wondering if I could help with getting those designed? Or Maybe a flyer or door hanger?

I talked with a couple of neighbors in our area who are very interested. One of them owns 12 properties and plans on voting yes, but wasn't sure how the ballot works for them. The other couple is interested in doing door-knocking or other volunteer work to help spread the word.

Thanks,

Dustin Hall

Camporeale, Logan

From: Jenna Borovansky <jsb1708@gmail.com>
Sent: Saturday, May 21, 2022 4:17 PM
To: Historic Preservation
Subject: Cliff-Cannon Neighborhood historic district

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Ms. Duvall:

As a homeowner at 1019 W 6th Ave, I recently received an informational mailing from the City regarding the proposed Cannon Streetcar Suburb Historic District area. I am familiar with the purpose of historic districts and am very concerned that the City is supporting the boundary as proposed. We purchased our home on 6th specifically because it was within the OR-150 zoning classification. This is an urban area bordering the hospital complex, and it is not residential; the current zoning is designed to support increased growth and density. Application of historic design standards targeted at preserving historic residential characteristics would be in direct conflict with the underlying zoning on our parcel, and at the very least would create an unnecessary additional burden for any remodel of our 1910 home or additional new construction on the parcel.

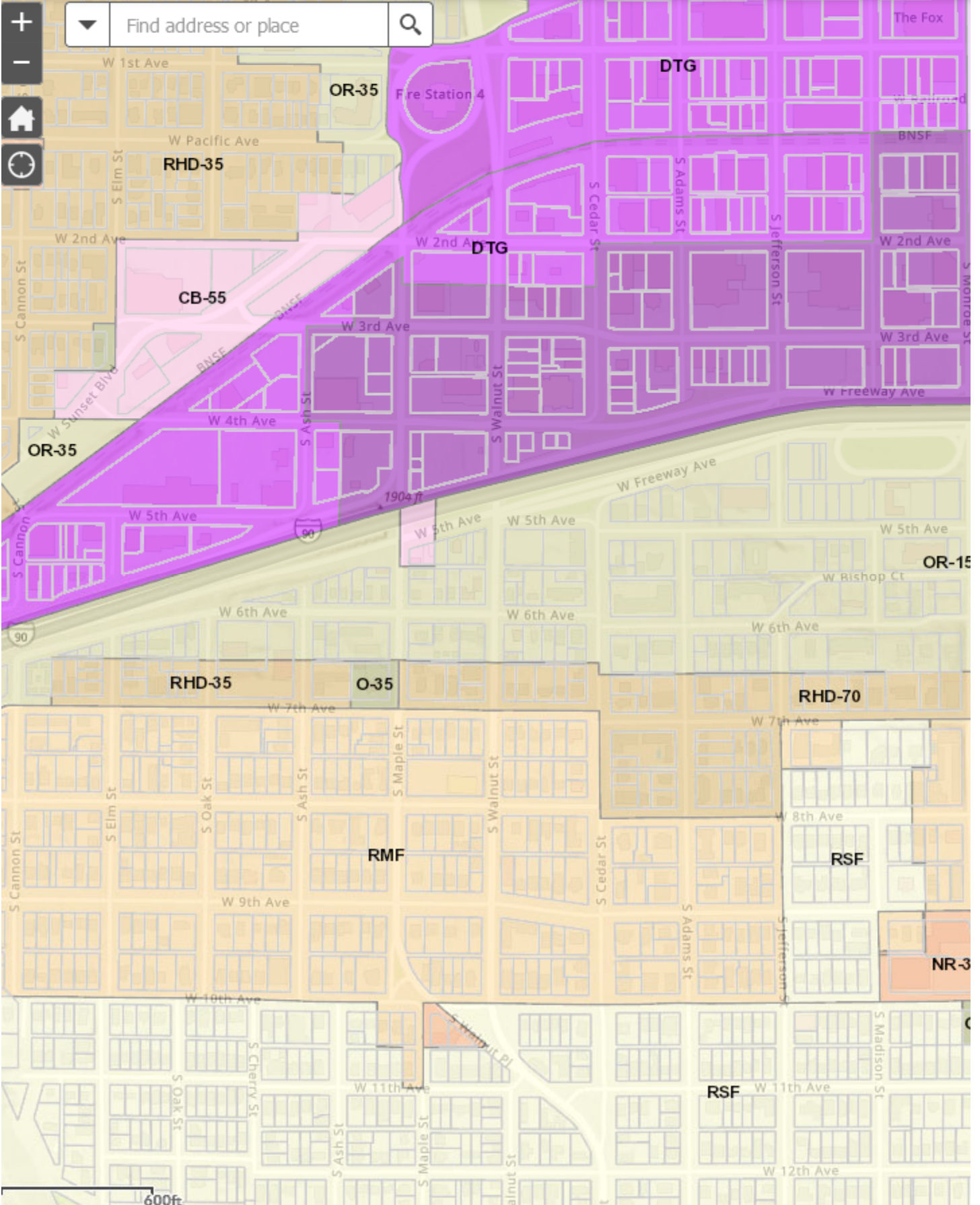
If the boundaries remain as proposed, I will vote no, and encourage my neighbors along 6th Avenue to do the same as it is incompatible with current zoning.

I highly recommend that the City review the proposed boundaries related to its existing zoning, and reduce the boundaries of the proposed Historic District to exclude OR-150, and high density residential zoning (e.g., RHD-70), as well as other non-residential zoned areas. I have included a screenshot from the City's zoning map.

I also recommend that during the continued public planning process much more legible maps, inclusive of existing zoning, be provided so that the neighborhood is fully informed.

Thank you, Jenna Borovansky

<https://spokane.maps.arcgis.com/apps/webappviewer/index.html?id=3bd21df38df54be58870e0d66c80d6ae>



Camporeale, Logan

From: Melissa Flynn <bedbakedandbeyond@gmail.com>
Sent: Saturday, May 14, 2022 11:17 AM
To: Camporeale, Logan
Cc: Duvall, Megan
Subject: Re: Cannon Local Historic District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Logan,
Sorry we had a conflicting meeting with this last Historic District meeting. We are all in support of this endeavor and really want to do all possible to help it pass. Please keep us in the loop and let me know how I might also involve the Woman's Club in the effort. We are both new members and consider the relic building a wonderful assets and jewel in our Cannon Neighborhood.

Best,
Melissa Flynn and Abil Bradshaw
925 South Cedar St.

On Thu, May 12, 2022 at 3:01 PM Camporeale, Logan <lcamporeale@spokanecity.org> wrote:

Good afternoon!

We are looking forward to the first Cannon Local Historic District workshop tonight. The workshop will take place on the main floor of the Woman's Club in the Northwest Room and it will start at 6:30PM. To access the room, please use the main entrance on Ninth Avenue. Walk through the ballroom to the double doors, stay to the left, and continue to the end of the hallway to the Northwest room.

Please let me know if you have any questions!

Best,

Logan Camporeale

Historic Preservation Specialist

City/[County of Spokane](#)

[808 W. Spokane Falls Boulevard](#)

[Spokane, WA 99201-3329](#)

509-625-6634

lcamporeale@spokanecity.org | www.historicspokane.org



From: Camporeale, Logan
Sent: Friday, April 1, 2022 6:10 PM
To: Camporeale, Logan <lcamporeale@spokanecity.org>
Cc: Duvall, Megan <mduvall@spokanecity.org>
Subject: Cannon Local Historic District

Good afternoon and happy Friday!

As we return to some semblance of normalcy, the Spokane Historic Preservation Office is eager to resume work on the Cannon Streetcar Suburb Local Historic District! Our office will provide a brief update on the status of the project and answer any questions at the April Cliff-Cannon Neighborhood Council Meeting on April 5th at 7:00pm. Then we are planning to pick up where we left off when the pandemic started by scheduling a series of **in-person** workshops starting in May to share the district documents and seek feedback. We look forward to seeing you on April 5th!

We have not yet received a Zoom link for the council meeting, so watch out for an email from the neighborhood council or reach out the council officers for more information.

Check out this then and now of 911 S Monroe Street! 2021 on the left and 1950 on the right.



Please do not hesitate to follow up with any questions!

Best,

Logan Camporeale

Historic Preservation Specialist

City/[County of Spokane](#)

[808 W. Spokane Falls Boulevard](#)

[Spokane, WA 99201-3329](#)

509-625-6634

lcamporeale@spokanecity.org | www.historicspokane.org



Camporeale, Logan

From: Steve Blaska <blaskas6@gmail.com>
Sent: Saturday, May 7, 2022 9:20 PM
To: Historic Preservation
Subject: Canon Historic District Meetings

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We live in the proposed boundary of the historic district. We fully support the project. Unfortunately we will be out of town for the June and July meetings and we have Hamilton tickets for the night of the May meeting. We attended several of the meetings prior to Covid, so we are aware of much of the information. Please put us on an email or contact list as we would like to help with this process.

Steve & Dianna Blaska
1211 W 13th Ave, Spokane, WA 99204
509 710 9474.

From: [lsan](#)
To: [Camporeale, Logan](#)
Cc: [Duvall, Megan](#)
Subject: Re: Local Historic District
Date: Tuesday, July 21, 2020 5:00:12 PM
Attachments: [image002.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Logan-- thanks for the update. Is the name of the district completely settled? the word suburb is a modern term and seems out of sorts with a historic district. **Cannon Streetcar Historic District** would be easier to say and more authentic. Just a thought...

Lynda Sanders
Strategic Marketing Solutions
713 820 8010
lsan@att.net

On Tuesday, July 21, 2020, 03:40:00 PM PDT, Camporeale, Logan <lcamporeale@spokanecity.org> wrote:

Good afternoon residents and property owners,

The Historic Preservation Office is close to completing drafts of the documents for the local historic district! We have posted a draft of the district nomination and the proposed historic district ordinance on [the project webpage](#). On Wednesday we reviewed the draft nomination with the Spokane Historic Landmarks Commission Nominations Committee, and with their guidance we choose an expanded formal name for the local historic district, the **Cannon Streetcar Suburb Historic District** (or Cannon Historic District for short). This name effectively describes the area as the residential suburb that rapidly developed outside downtown Spokane in the early 1900s along the newly constructed Cannon Hill Streetcar Line which travelled through the proposed district along Bishop Court, 6th Avenue, Adams Street, Jefferson Street, and 10th Ave.

We are also moving forward with our first Plan Commission workshop which will be held tomorrow, Wednesday, July 22nd at 2:00PM. I will be giving a presentation to the Plan Commission about the district and the process going forward. It is a virtual public meeting and you are [welcome to attend](#), although there will not be public comment on the district proposal during this workshop. Public comment will be taken on the district when we have a Plan Commission hearing, likely sometime in September. I will let you know once the date is scheduled.

We made another decision, again with the consultation of the nominations committee, to delay the beginning of the voting period (originally scheduled to begin in late August) until we can more meaningfully engage with the neighborhood to incorporate feedback and listen. We do not want to short the neighborhood on engagement opportunities because of the COVID-19 situation. We are hopeful that

in the next few months we might be able to resume in-person meetings. So, our plan is to complete all drafts of the documents and make them available for review. We also want to complete as much of the other process like Plan Commission and SEPA requirements. Then we plan to send another direct mailing to all property owners to announce a series of workshops, hopefully in-person but if that still is not possible we will schedule a series of interactive Zoom style meetings. We will not begin the voting period until those workshops have happened.

We hope that you understand our reasoning behind these decisions. Please don't hesitate to reach out with any questions.

Best,

Logan Camporeale

Historic Preservation Specialist

City/County of Spokane

808 W. Spokane Falls Boulevard

Spokane, WA 99201-3329

509-625-6634

lcamporeale@spokanecity.org | www.historyspokane.org



Camporeale, Logan

From: Carmela Conroy <carmelaconroy@yahoo.com>
Sent: Friday, January 1, 2021 2:50 PM
To: Historic Preservation
Subject: Re: Interest in Cannon Historic District

[CAUTION - EXTERNAL EMAIL - Verify Sender]

P.S. I just took a closer look at the map and realized that I'm on the wrong side of Cedar St to make it into the district. Darn! I imagine that that rules out participation, but do let me know if there's a way to ask to be included.

best regards,
Carmela

Carmela Conroy
1-571-276-4238

On Friday, January 1, 2021, 02:44:36 PM PST, Carmela Conroy <carmelaconroy@yahoo.com> wrote:

Dear Neighbors:
Happy new year! I came across Megan and Lucas's presentation about the new Cannon Historic District. I'm interested in the effort. Please add me to your distribution list, if I'm not too late.

very best regards,
Carmela

Carmela Conroy
1-571-276-4238

Camporeale, Logan

From: Mitch Swenson <mswenson@naiblack.com>
Sent: Monday, March 2, 2020 8:49 AM
To: Historic Preservation
Subject: Fwd: W 1016 and W 1026 6th Ave , Spokane WA

[CAUTION - EXTERNAL EMAIL - Verify Sender]

----- Forwarded message -----

From: **Mitch Swenson** <mswenson@naiblack.com>
Date: Mon, Mar 2, 2020 at 8:46 AM
Subject: W 1016 and W 1026 6th Ave , Spokane WA
To: <presevation@spokanecity.org>

Dear Megan

I just received the notice of the proposed Cannon Historic District.

I would like to formally request that my 2 properties be excluded from this district. I would propose that the north boundary be 6th Ave.

THANK YOU

Mitch

Mitch Swenson, CCIM
NAI Black Commercial Real Estate
Senior Apartment Managing Broker
Investment Sales Division
801 W Riverside
Suite 300
Spokane, WA 99201
509-623-1000
509-622-3500 fax

--
THANK YOU

Mitch

Mitch Swenson, CCIM
NAI Black Commercial Real Estate
Senior Apartment Managing Broker
Investment Sales Division
801 W Riverside
Suite 300
Spokane, WA 99201
509-623-1000
509-622-3500 fax

From: [Patricia Hansen](#)
To: [Duvall, Megan](#)
Subject: Re: comments on proposed Cliff-Cannon LHD
Date: Wednesday, February 6, 2019 9:00:00 PM

Hi Megan,

Thank you again for presenting at our Neighborhood meeting last night. Your information was so valuable for Cliff Cannon to understand the support they'd receive and how much work is involved. Now that they understand the structure, there were several who signed up at the end of the evening.

Thank you also for bringing Logan. It helps people become more comfortable when they start a new project. I hope the grant funding is received so we'll be able to work with Logan.

This morning, I received the following email from James Bergdahl who lives in Cliff Cannon. The questions seemed more appropriate for your Office because of program policy implications. Please let me know if your answers should also be shared with the Neighborhood.

Stay warm,

Patricia

Patricia Hansen, Ed.D.
208-755-1925 cell
patricia@pahansen.com

From: James Bergdahl <jcbergdahl@gmail.com>
Sent: Wednesday, February 6, 2019 12:27 PM
To: clocalhistdist@aol.com; Patricia Hansen; mduvall@spokanecity.org; annp62@gmail.com
Subject: comments on proposed Cliff-Cannon LHD

After last night's meeting, I offer the following comments about a local historic district in Cliff Cannon neighborhood:

1. The new district under discussion needs a name besides "9th Ave." or "Cliff Cannon", because, presumably, it will be much larger than 9th Ave. and much smaller than the Cliff-Cannon area. The only one I can think of now is "Northwest Cliff-Cannon" LHD.
2. Megan's map of the 9th Ave. Natn. Hist. Dist. showed the 12th & Adams cluster of

4 historically-listed homes (Putney/True/Mack homes). This outlier could easily be connected with the 9th Ave NHD because most of the homes between the two are old and fairly original. However, it begs the questions: May a historic district be slightly fragmented (not continuous)?, and: If not, why not? If some fragmentation was allowed, the cost of getting new LHDs officially listed could be easier and cheaper by reducing some paperwork and fees. Can the City Council modify this requirement via CODE changes, or is it a requirement dictated by Federal agencies? I myself do not see any obvious physical reason why a HD needs to be 100% contiguous.

James Bergdahl

Conservation Biology Center

Spokane, WA, USA, 99204

Office: 509-835-5233

jcbergdahl@gmail.com

From: [Duvall, Megan](#)
To: ["Houser, Michael \(DAHP\)"](#)
Subject: FW: From Dan and Angie Freerksen/ More information.
Date: Wednesday, August 30, 2017 11:17:36 AM
Attachments: [image001.jpg](#)
[image002.png](#)



Megan Duvall

Historic Preservation Officer
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
509.625.6543
mduvall@spokanecity.org | www.historicspokane.org

From: Dan Freerksen [<mailto:Morningstar.42@hotmail.com>]
Sent: Monday, August 28, 2017 1:13 PM
To: Kinnear, Lori; Duvall, Megan; Beggs, Breean; Stuckart, Ben; Glenn Tanner; Patricia Hansen; lindayeomans@comcast.net; terrynteri@yahoo.com; allyson.Brooks@dahp.wa.gov; Greg.Griffith@dahp.wa.gov; Nicholas.Vann@dahp.wa.gov
Subject: Re: From Dan and Angie Freerksen/ More information.

Dear Councilperson Kinnear:

Thank you for your hard work on the up-dated demolition Ordinance.

We want to talk to you (in this e-mail) about the Ninth Avenue National Historic District, and the changes to the "National Historic Preservation Act/ as amended on December 16th, 2016 and codified in title 54 of the United States Code."

We are referring to Section 1 of the National Historic Preservation Act, PUB. p NO. 89-665. This addresses many of the issues facing our Nation with regards to losing our historic buildings and landmarks to

development.

That the United States Congress finds and declares that:

" In the face of ever increasing extensions of urban centers, highways, and residential, commercial, and industrial developments, the present governmental and nongovernmental historic preservation programs and activities are inadequate to insure future generations a genuine opportunity to appreciate and enjoy the rich heritage of our Nation."

§ 300305. Historic District

In this division, the term "historic district" means an area that contains.

- 1) Historic property.
- 2) Buildings having similar or related architectural characteristics
- 3) Culture cohesiveness.
- 4) Any combination of the above.

§ 302108. Review of threats to historic property

At least once every 4 years, the Secretary, in consultation with the Council and with State Historic Preservation Officers , shall review significant threats to historic property to:

- 1) determine the kinds of historic property that may be threatened;
- 2) ascertain the causes of the threats ;
- 3) **Develop and submit to the President and Congress recommendations for appropriate action.**

The National Historic Preservation Act recognizes that Historic Properties are being destroyed by the ever increasing demand for available land to develop Residential housing and re-develop property

for commercial use. Within the Act is a "Protection Clause" that stop this from happening, with reviews and accountability standards set by Congress.

These Three Properties that are being threatened with demolition are Historically Significant, and are named properties in the National Registered Ninth Avenue Historic District.

The House at 1021 West Ninth is called the Morton/Graybill house, Vernacular Craftsman 1906

The House at 1025 West Ninth is called the Hollway house, Bungalow 1907

The house at 1029 West Ninth is called the Fisher house, Dutch Colonial 1906

Each of these houses represent a time in our history that not only needs our protection, but under the National Preservation Act, as amended on December 16th, 2016, requires that the City of Spokane and the Historic Preservation office use whatever means is necessary to protect and preserve for all future generations these Historic properties, intact.

National Historic Districts use to be mere plaques of recognition , until Congress reviewed last year that this was not enough and change the Act to protect and preserve for all future generations National registered properties within Historic Districts. The is your Job to Protect and fulfill these requirements, and/or find people who will.

Thank you,

**Dan and Angie Freerksen
509-270-7806**

From: Kinnear, Lori <kinnear@spokanecity.org>

Sent: Friday, August 25, 2017 3:45 PM

To: Dan Freerksen

Cc: Stuckart, Ben; Beggs, Breean; Glenn Tanner

Subject: RE: From Dan and Angie Freerksen/ More information.

I am aware of some of the history of these houses. I know that the land they are on is zoned multifamily. I have been on council a little over a year and a half and started working on an updated demolition ordinance late last year. It is a complicated update requiring lots of public process and input from a variety of stakeholders. It also has federal requirements of notification which stretch out the process even more.

I understand that for the neighborhood this is a stressful and frustrating situation.

I will continue to work with CM Beggs and CP Stuckart on this.

Lori Kinnear

From: Dan Freerksen [Morningstar.42@hotmail.com]

Sent: Thursday, August 24, 2017 10:52 PM

To: Kinnear, Lori

Cc: Christine Belfiori; Glenn Tanner; Beggs, Breean; Stuckart, Ben

Subject: From Dan and Angie Freerksen/ More information.

Dear Councilperson Kinnear:

Angie and I are writing a response to your letter to Glenn, as we are retired and Glenn's caseload is heavy.

These 3 houses are in sub-standard condition because the owner, Robyn Rosauers made that choice. He vacated them 8 years ago and has tried many times to replace them with a commercial parking lot. He was stopped from doing so because of their Historic designation. The actual loss of rental income for the last eight years is about \$288,000. We do not understand how there could be any claim of economic hardship, the Rosauer's family does not seem to be lacking in monetary funds.

Over a year ago, Wag Architecture was hired by the Rosauer's family to design replacement, comparable structures that would be historically correct to the period of the three houses, time built (1906) and the neighborhood. We had a community meeting held at the Woman's Club, where Russ Wolfe presented his drawings for three townhouses, which were to replace the three historic 1906 houses. The Townhouses all looked the same, no backyards, 100 % paved, and the appearance was a re-make of Kendall Yards. At this meeting, attended by about 40 neighbors, we were SHOCKED by how inappropriate and insensitive to the Ninth Avenue Historic District the design of these buildings were. Well, as Russ said, the owners do not live in Spokane any more, and this is what they have to offer. He also stated that money was no object for them and that he was confident that they would build them.

Russ Wolfe still applied for a building permit, it was approved, and a demo permit was issued. We waited...

Now, over a year has gone by, Demo permit expired, no townhouses, no parking lot, historic houses in tougher shape, and Russ Wolfe is at it again. Now with a Nine unit Apartment Building, and a Commercial Parking lot behind the apartment building. He has stated that he will have no further contact with the neighbors, so we are unable to discuss his plans with him.

You, and all the Counsel members are hearing from the neighborhood because we are tired of being taken advantage of by outside financial investors who do not live in our community and are not effected by the decisions they make. If Robyn Rosauers had this neighborhoods best interest at heart, these three darling bungalow homes would be in pristine condition. Especially since they back up to the property line of Huckleberrys and the Ace Hardware business, of which he owns the land and the buildings. We feel that a switch up has occurred as our understanding was for the townhouses and not a 9 unit apartment. This all started over a premise of wearing down the neighborhood to get the parking lot he desired. This is not new news. Our city has known about these issues for a long time. Where is the supposed new demolition ordinance? This protection has been too long in the works. We would not be facing these issues currently if this ordinance had been placed in an expedited fashion.

We do not want a Moratorium on just these three homes, but on the whole of the Ninth Avenue Historic District, and we would encourage a Moratorium on all The Historic Districts in Spokane. When we did a brief survey of some of the neighbors, all thought the Historic Districts protected this type of carnage. Neighbors moved and bought homes in the Historic Districts because of this protection. Everyone we talked to were in disbelief that there really is none. We encourage you to ask around yourself, you will be surprised.

We would ask you to put yourself in our shoes, what other recourse is there to prevent this from happening? Would you want to sit on your front porch and look at a 9 unit apartment building? Honestly? We ask again, please put the rhetoric aside, place an urgent moratorium on all the historic districts in Spokane until you can finish the demolition ordinance. Lets get protection to the areas where it is needed, before it is too late.

Sincerely,

Dan and Angie Freerksen

From: Glenn Tanner <getlaw2001@yahoo.com>
Sent: Thursday, August 24, 2017 8:14 PM
To: Dan Freerksen
Cc: Christine Belfiori
Subject: More from Kinnear

see below-glenn

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Spokane Washington Attorney Collaborative and Traditional ...<<http://www.thecollaborativedivorce.com/>>
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Glenn Tanner has successfully completed hundreds of family law and civil cases with extensive experience in both traditional and collaborative law methods.

Attorney at Law

North 901 Adams
Spokane, WA 99201

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Seattle telephone: (206) 937-3699

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From: "Kinnear, Lori" <lkinnear@spokanecity.org>

To: Glenn Tanner <getlaw2001@yahoo.com>

Cc: "Fraleley, Jacob" <jfraley@spokanecity.org>; "Beggs, Breean" <bbeggs@spokanecity.org>

Sent: Thursday, August 24, 2017 4:45 PM

Subject: RE: 9th AVE Houses

Hi Glenn,

Some of the assumptions are not accurate. The national registry has almost no teeth or standing and according to Megan is a little more than a plaque. Some historic buildings on the national register have been gone for years!

We indeed would want to preserve homes in a neighborhood that are eligible for City classification. An emergency moratorium is not something that is done often. We had a commitment by the NC of Browne's Addition that they would be going through a process to survey homes prior to applying for a historic overlay. The moratorium is based on the assumption that they will meet or exceed their deadline. A certain percentage of homes were surveyed per

Megan's instructions. I think there might be confusion that a moratorium was part of the survey of home owners. This is not the case.

What is the 9th Ave. district neighborhood's plan and what is the expected outcome of a moratorium especially given that the houses in question are in the Building Official process for substandard buildings and an economic hardship clause in the demolition ordinance is a likely outcome for the developer to argue?

The letters I have received from neighbors don't say what the neighborhood plan is only that they want a moratorium.

These three homes have been an issue long before I was on Council. No one seemed too concerned about the eventual outcome. That is confusing to me given the urgency expressed in the letters I have been receiving.

I would be happy to further discuss this so that we can reach an agreement.

Sincerely,

Lori Kinnear

Spokane City Council

District Two

509-625-6261

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From: Glenn Tanner [getlaw2001@yahoo.com<<mailto:getlaw2001@yahoo.com>>]
Sent: Thursday, August 24, 2017 10:55 AM
To: Kinnear, Lori; Beggs, Breean; Mumm, Candace; Stuckart, Ben; Waldref, Amber
Cc: Dan Freerksen; Christine Belfiori
Subject: Re: 9th AVE Houses

Thanks Councilperson Kinnear;

However, I would add that the historic significance of the three homes is already established: they are "contributing" homes to the national Ninth Avenue Historic District. See the attached map of that district.

It was clear from our phone call that the national designation is not the same thing as a City historic district, but if the city wishes to maximize resources, can it not assume the national district is not an insignificant fantasy? If that assumption is made, and the assumption that the neighborhood would at least by a majority prefer to preserve historic single family homes vs. who-knows-what-looking nine unit apartment building, then I think the City has a duty to protect the neighborhood and that this does warrant an emergency moratorium. The city and neighborhood are not ready to act along the same protocols as occurred in Browne's addition. However, it is a safe assumption it will. It is also safe to assume the 9th ave. house deal is closing, financing is not an obstacle (or else it wouldn't close), and destruction of the homes will occur as soon as possible -if for no other reason than to escape your revised demolition ordinance. If it is easier to convince five council votes if the entire national 9th street historic district is included, why not do it? I had assumed the opposite would be easier.

As for the process in Browne's addition, ironically, the owner of the historic home most impacted by the destruction of the 9th ave. houses, Dan and Angie Freerkseen, own an historic property in Brownes Addition and assume they are in the historic overlay and they never received notice of the inventory or consented to the designation. If their assumptions are correct, the process was not perfect and unanimous in the Browne's addition.

If these homes are destroyed it will be deeply disappointing to the neighborhood. It will be even more disappointing when the neighborhood learns a moratorium could have been attempted but wasn't, that the National 9th Avenue Historic District was treated as insignificant, and that the safe assumption that most residents and owners in the district would prefer to retain its historic feel and not see more apartments was ignored. In part the city's lack of resources has contributed to the problem. The destruction is imminent. The damage is irreparable. The solution should be attempted. Thanks.- Glenn

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From: "Kinnear, Lori" <lkinnear@spokanecity.org<<mailto:lkinnear@spokanecity.org>>>>
To: "getlaw2001@yahoo.com<<mailto:getlaw2001@yahoo.com>>"
<getlaw2001@yahoo.com<<mailto:getlaw2001@yahoo.com>>>>
Cc: "Beggs, Breean" <bbeggs@spokanecity.org<<mailto:bbeggs@spokanecity.org>>>>; "Stuckart, Ben"
<bstuckart@spokanecity.org<<mailto:bstuckart@spokanecity.org>>>>; "McDaniel, Adam"
<amcdaniel@spokanecity.org<<mailto:amcdaniel@spokanecity.org>>>>; "Allers, Hannahlee"
<hallers@spokanecity.org<<mailto:hallers@spokanecity.org>>>>;
"morningstar.42@hotmail.com<<mailto:morningstar.42@hotmail.com>>"
<morningstar.42@hotmail.com<<mailto:morningstar.42@hotmail.com>>>>;
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<christinebelfio@yahoo.com<<mailto:christinebelfio@yahoo.com>>>>; "Fraley, Jacob"
<jfraley@spokanecity.org<<mailto:jfraley@spokanecity.org>>>>; "ttrent@efulcrum.net<<mailto:ttrent@efulcrum.net>>"
<ttrent@efulcrum.net<<mailto:ttrent@efulcrum.net>>>>;
"patricia@phahansen.com<<mailto:patricia@phahansen.com>>"
<patricia@phahansen.com<<mailto:patricia@phahansen.com>>>>; "McClatchey, Brian"
<bmccclatchey@spokanecity.org<<mailto:bmccclatchey@spokanecity.org>>>>
Sent: Tuesday, August 22, 2017 5:10 PM
Subject: 9th Ave Houses

Hi Glenn,

I wanted to take the chance to recap our conversation and add some additional information. As we discussed, passing an emergency demolition moratorium for a small area like the three parcels you are concerned about is a difficult task. For starters, this is unlike the situation in Browne's Addition, in which concerned neighbors coordinated their efforts with their neighborhood council members and our Historic Preservation Officer to create a historic overlay for the entire neighborhood. In doing that, the neighbors began an inventory of the historic properties in that neighborhood. That action, in conjunction with a request for a moratorium by the Neighborhood Council, made it possible for our historic preservation officer to apply for a grant to move the survey process along quicker.

Additionally, the Browne's Addition process involved the entire neighborhood, rather than just a handful of parcels as you are proposing. In my view, historic preservation issues like demolition moratoria need to be addressed at a larger scale, so that we can take a full assessment of the entire fabric of the proposed historic district and be efficient with the use of our city resources, which includes staffing time and possible outside consultant work.

Finally, we do not know whether the properties you are concerned about are historically significant. Again – this is a resource allocation issue, and our historic preservation staff is fully utilized at this time.

Council Member Beggs, Council President Stuckart and I have been discussing the issue you raised with other council members regarding a three-parcel moratorium, but we believe we would need to get support for an entire neighborhood in order to take a fairly drastic step like an emergency moratorium.

At the same time, I am working on an overall demolition and historic preservation ordinance update which would apply city-wide and that would likely address the concern you have. I hope to have the demolition ordinance update before council for a vote by the end of November. Once that is done, I would be happy to work with you to get Cliff Cannon on the same track as the Browne's Addition neighborhood's process.

Thank you for talking with me. We can discuss further at any time at your request.

Lori Kinnear

Spokane City Council District Two

To: Dan Freerksen
Cc: Christine Belfiori
Subject: More from Kinnear

see below-glenn

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To: Glenn Tanner <getlaw2001@yahoo.com>
Cc: "Fraleley, Jacob" <jfraley@spokanecity.org>; "Beggs, Breean" <bbeggs@spokanecity.org>
Sent: Thursday, August 24, 2017 4:45 PM
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Sincerely,

Lori Kinnear

Spokane City Council

District Two

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Sent: Thursday, August 24, 2017 10:55 AM

To: Kinnear, Lori; Beggs, Breean; Mumm, Candace; Stuckart, Ben; Waldref, Amber

Cc: Dan Freerksen; Christine Belfiori

Subject: Re: 9th AVE Houses

Thanks Councilperson Kinnear;

However, I would add that the historic significance of the three homes is already established: they are "contributing" homes to the national Ninth Avenue Historic District. See the attached map of that district.

It was clear from our phone call that the national designation is not the same thing as a City historic district, but if the city wishes to maximize resources, can it not assume the national district is not an insignificant fantasy? If that assumption is made, and the assumption that the neighborhood would at least by a majority prefer to preserve historic single family homes vs. who-knows-what-looking nine unit apartment building, then I think the City has a duty to protect the neighborhood and that this does warrant an emergency moratorium. The city and neighborhood are not ready to act along the same protocols as occurred in Browne's addition. However, it is a safe assumption it will. It is also safe to assume the 9th ave. house deal is closing, financing is not an obstacle (or else it wouldn't close), and destruction of the homes will occur as soon as possible -if for no other reason than to escape your revised demolition ordinance. If it is easier to convince five council votes if the entire national 9th street historic district is included, why not do it? I had assumed the opposite would be easier.

As for the process in Browne's addition, ironically, the owner of the historic home most impacted by the destruction of the 9th ave. houses, Dan and Angie Freerkseen, own an historic property in Brownes Addition and assume they are in the historic overlay and they never received notice of the inventory or consented to the designation. If their assumptions are correct, the process was not perfect and unanimous in the Browne's addition.

If these homes are destroyed it will be deeply disappointing to the neighborhood. It will be even more disappointing when the neighborhood learns a moratorium could have been attempted but wasn't, that the National 9th Avenue Historic District was treated as insignificant, and that the safe assumption that most residents and owners in the district would prefer to retain its historic feel and not see more apartments was ignored. In part the city's lack of resources has contributed to the problem. The destruction is imminent. The damage is irreparable. The solution should be attempted. Thanks.- Glenn

Confidential Communication

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Glenn E. Tanner - www.TheCollaborativeDivorce.com<<http://www.thecollaborativedivorce.com/>>

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From: "Kinnear, Lori" <lkinnear@spokanecity.org>>
To: "getlaw2001@yahoo.com<<mailto:getlaw2001@yahoo.com>>" <getlaw2001@yahoo.com<<mailto:getlaw2001@yahoo.com>>>>
Cc: "Beggs, Breean" <bbeggs@spokanecity.org<<mailto:bbeggs@spokanecity.org>>>>; "Stuckart, Ben" <bstuckart@spokanecity.org<<mailto:bstuckart@spokanecity.org>>>>; "McDaniel, Adam" <amcdaniel@spokanecity.org<<mailto:amcdaniel@spokanecity.org>>>>; "Allers, Hannahlee" <hallers@spokanecity.org<<mailto:hallers@spokanecity.org>>>>; "morningstar.42@hotmail.com<<mailto:morningstar.42@hotmail.com>>" <morningstar.42@hotmail.com<<mailto:morningstar.42@hotmail.com>>>>; "christinebelfio@yahoo.com<<mailto:christinebelfio@yahoo.com>>" <christinebelfio@yahoo.com<<mailto:christinebelfio@yahoo.com>>>>; "Fraleley, Jacob" <jfraley@spokanecity.org<<mailto:jfraley@spokanecity.org>>>>; "ttrent@efulcrum.net<<mailto:ttrent@efulcrum.net>>" <ttrent@efulcrum.net<<mailto:ttrent@efulcrum.net>>>>; "patricia@phahansen.com<<mailto:patricia@phahansen.com>>" <patricia@phahansen.com<<mailto:patricia@phahansen.com>>>>; "McClatchey, Brian"

bmcclatchey@spokanecity.org

Sent: Tuesday, August 22, 2017 5:10 PM

Subject: 9th AVE Houses

Hi Glenn,

I wanted to take the chance to recap our conversation and add some additional information. As we discussed, passing an emergency demolition moratorium for a small area like the three parcels you are concerned about is a difficult task. For starters, this is unlike the situation in Browne's Addition, in which concerned neighbors coordinated their efforts with their neighborhood council members and our Historic Preservation Officer to create a historic overlay for the entire neighborhood. In doing that, the neighbors began an inventory of the historic properties in that neighborhood. That action, in conjunction with a request for a moratorium by the Neighborhood Council, made it possible for our historic preservation officer to apply for a grant to move the survey process along quicker.

Additionally, the Browne's Addition process involved the entire neighborhood, rather than just a handful of parcels as you are proposing. In my view, historic preservation issues like demolition moratoria need to be addressed at a larger scale, so that we can take a full assessment of the entire fabric of the proposed historic district and be efficient with the use of our city resources, which includes staffing time and possible outside consultant work.

Finally, we do not know whether the properties you are concerned about are historically significant. Again – this is a resource allocation issue, and our historic preservation staff is fully utilized at this time.

Council Member Beggs, Council President Stuckart and I have been discussing the issue you raised with other council members regarding a three-parcel moratorium, but we believe we would need to get support for an entire neighborhood in order to take a fairly drastic step like an emergency moratorium.

At the same time, I am working on an overall demolition and historic preservation ordinance update which would apply city-wide and that would likely address the concern you have. I hope to have the demolition ordinance update before council for a vote by the end of November. Once that is done, I would be happy to work with you to get Cliff Cannon on the same track as the Browne's Addition neighborhood's process.

Thank you for talking with me. We can discuss further at any time at your request.

Lori Kinnear

Spokane City Council District Two



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	ORD C36357
Renews #	
Cross Ref #	RES 2023-0014
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ZACK ZAPPONE X6256
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - PAVEMENT TO PEOPLE ORDINANCE

Agenda Wording

Relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code.

Summary (Background)

SB5755 gives qualifying municipalities the ability to create a sales and use tax deferral program to incentivize developers to build housing on underutilized land in the downtown area. The development must be at least 50 percent affordable housing. A resolution of intent and to set a hearing has been filed for approval on 2/6/23. The official hearing will be held at the Final Reading of this ordinance on 2/27/23.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	ALLERS, HANNAHLEE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	1/9 Urban Experience
Council Sponsor	CM Zappone; CM Kinnear
Distribution List	
	zzappone@spokanecity.org
	jgunn@spokanecity.org

Additional Approvals

Purchasing	

ORDINANCE C36357

An ordinance relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code.

WHEREAS, Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022;

WHEREAS, Senate Bill 5755 gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage redevelopment of underdeveloped lands in urban areas; and

WHEREAS, the State of Washington's sales and use tax is 6.5 percent, while the City of Spokane's is an additional 2.5 percent, thus equaling a 9 percent sales and use tax; and

WHEREAS, the deferral amount is the entire 9 percent sales and use tax; and

WHEREAS, according to the 2019 Downtown Parking Study completed by the City of Spokane, 30 percent of the downtown area is parking; and

WHEREAS, even at the busiest time of day (weekdays from 10 a.m. to 12 p.m.) parking occupancy peaks at 56 percent, leaving thousands of parking spaces underutilized; and

WHEREAS, this underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing; and

WHEREAS, to encourage the redevelopment of underdeveloped lands, i.e., surface parking lots in the downtown area, the City of Spokane may create a sales and use tax deferral program to align with Senate Bill 5755 and hereby does.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That new chapter entitled "Sales and Use Tax Deferral Program for Affordable Housing" 08.07D is adopted into Title 08 of the Spokane Municipal Code to read as follows:

08.07D.010 Purpose and Intent

The purpose of this chapter is to authorize a sales and use tax deferral program within the City of Spokane in accordance with Washington State Senate Bill 5755, passed by the Washington State Legislature and signed by the Governor on March 30th, 2022.

This sales and use tax deferral program aims to provide the City of Spokane with more affordable housing units by incentivizing the redevelopment of underutilized lands in the urban core.

08.07D.020 Definitions

As used in this chapter:

- A. “Affordable homeownership housing” means housing intended for owner occupancy to lower or moderate-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- B. “Affordable rental housing” means housing for very low or low-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- C. “Applicant” means an owner of underdeveloped property.
- D. “Conditional recipient” means an owner of underdeveloped land granted a conditional certificate of program approval under this chapter, which includes any successor owner of the property.
- E. “County median price” means the most recently published quarterly data of median home prices by the Washington center for real estate research.
- F. “Department” means the administrative division of a government.
- G. “Eligible investment project” means an investment project that is located in the City of Spokane and receiving a conditional certificate of program approval.
- H. “Fair market rent” means the estimates of 40th percentile gross rents for standard quality units within counties as published by the federal department of housing and urban development.
- I. “Governing authority” means the local legislative authority of a city having jurisdiction over the property for which a deferral may be granted under this chapter.
- J. “Household” means a single person, family, or unrelated persons living together.

- K. "Initiation of construction" means the date that a building permit is issued under the building code adopted under RCW 19.27.031 for construction of the qualified building, if the underlying ownership of the building vests exclusively with the person receiving the economic benefit of the deferral.
1. "Initiation of construction" does not include soil testing, site clearing and grading, site preparation, or any other related activities that are initiated before the issuance of a building permit for the construction of the foundation of the building.
 2. If the investment project is a phased project, "initiation of construction" applies separately to each phase.
- L. "Investment project" means an investment in multifamily housing, including labor, services, and materials incorporated in the planning, installation, and construction of the project. "Investment project" includes investment in related facilities such as playgrounds and sidewalks as well as facilities used for business use for mixed-use development.
- M. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than 50 percent but is at or below 80 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- N. "Moderate-income household" means a single person, family, or unrelated person living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- O. "Multifamily housing" means a building or a group of buildings having two or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings to multifamily housing.
- P. "Owner" means the property owner of record.
- Q. "Underdeveloped property" means land used as a surface parking lot for parking of motor vehicles off the street or highway, that is open to public use with or without charge, as of the effective date of this section.

- R. "Very low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 50 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

08.07D.030 Application Process

An owner of underdeveloped property seeking a sales and use tax deferral under this chapter on an investment project must complete the following procedures:

- A. The owner must apply to the City on forms adopted by the governing authority. The application must contain the following:
1. Information setting forth the grounds supporting the requested deferral including information indicated on the application form or in the guidelines;
 2. A description of the investment project and site plan, and other information request;
 3. A statement of the expected number of affordable housing units to be created;
 4. A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses under this chapter;
 5. A statement that the applicant is aware that the investment project must be completed within three years from the date of approval of the application;
 6. A statement that the applicant is aware that the governing authority or the City official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months; and
 7. A statement that the applicant would not have built in this location but for the availability of the tax deferral under this chapter;
- B. The applicant must verify the application by oath or affirmation; and
- C. The application must be accompanied by the application fee, if any, required under this chapter. The duly authorized administrative official or committee of

the City may permit the applicant to revise an applicant before final action by the duly authorized administrative official or committee of the city.

08.07D.040 Approval Process

The duly authorized administrative official or committee of the City may approve the application and grant a conditional certificate of program approval if it finds that:

- A. The investment project is set aside primarily for multifamily housing units and the applicant commits to renting or selling at least 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;
- B. At least 50 percent of the investment project set aside for multifamily housing units will be rented at a price at or below fair market rent for the county or sold at a price at or below county median price;
- C. The applicant commits to any additional affordability and income eligibility conditions adopted by the local government under this chapter not otherwise inconsistent with this chapter;
- D. The investment project is, or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time application is approved;
- E. The investment project will occur on land that constitutes underdeveloped property;
- F. The area where the investment project will occur is located within an area zoned for residential or mixed uses;
- G. The terms and conditions of the implementation of the development meets the requirements of this chapter and any requirements of the City that are not otherwise inconsistent with this chapter;
- H. The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW; and
- I. All other requirements of this chapter have been satisfied as well as any other requirements of the City that are not otherwise inconsistent with this chapter.

08.07D.050 Appeals Process

- A. The duly authorized administrative official or committee of the City must approve or deny an application filed under this chapter within 90 days after receipt of the application.
- B. If the application is approved, the City must issue the applicant a conditional certificate of program approval. The certificate must contain a statement by a duly authorized administrative official of the governing authority that the investment project as described in the application will comply with the required criteria of this chapter.
- C. If the application is denied by the City, the City must state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial.
- D. Upon denial by the City, an applicant may appeal the denial to the City's Hearing Examiner to hear such appeals within 30 days after receipt of the denial. The appeal before the Hearing Examiner must be based upon the record made before the City with the burden of proof on the applicant to show that there was no substantial evidence to support the City's decision. The decision of the City on the appeal is final.

08.07D.070 Application Fee

The City may establish an application fee. This fee may not exceed an amount determined to be required to cover the cost to be incurred by the governing authority in administering the program under this chapter. The application fee must be paid at the time the application for program approval is filed.

08.07D.080 Additional Requirements, Conditions, and Obligations

- A. Within 30 days of the issuance of a certificate of occupancy for an eligible investment project, the conditional recipient must file with the city the following:
 - 1. A description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter;
 - 2. A statement of the new affordable housing to be offered as a result of the new construction; and
 - 3. A statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

- B. Within 30 days after receipt of the statements required under subsection (1) of this section, the City must determine and notify the conditional recipient as to whether the work completed and the affordable housing to be offered are consistent with the application and the contract approved by the City, and the investment project continues to qualify for a tax deferral under this chapter. The conditional recipient must notify the department within 30 days from receiving the City's determination to schedule an audit of the deferred taxes. The department must determine the amount of sales and use taxes qualifying for the deferral. If the department determines that purchase were not eligible for deferral it must assess interest but not penalties, on the non-qualifying amounts.
- C. The City must notify the conditional recipient within 30 days that a tax deferral under this chapter is denied if the City determines that:
1. The work was not completed within three years of the application date;
 2. The work was not constructed consistent with the application or other applicable requirements;
 3. The affordable housing units to be offered are not consistent with the application and criteria of this chapter; or
 4. The owner's property is otherwise not qualified for a sales and use tax deferral under this chapter.
- D. If the City finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be expected to act in good faith and with due diligence, the governing authority may extend the deadline for completion of the work for a period not to exceed 24 consecutive months.
- E. The City's governing authority may enact an ordinance to provide a process for a conditional recipient to appeal a decision by the City that the conditional recipient is not entitled to a deferral of sales and use taxes. The conditional recipient may appeal a decision by the City to deny a deferral of sales and use taxes in superior court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of notification by the City to the conditional recipient.
- F. A city denying a conditional recipient of a sales and use tax deferral under subsection (C) of this section must notify the department and taxes deferred under this chapter are immediately due and payable, subject to any appeal by

the conditional recipient. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

08.07D.090 Annual Report

- A. Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten years, the conditional recipient must file with a designated authorized representative of the City an annual report indicating the following:
1. A statement of the affordable housing units constructed in the property as of the anniversary date;
 2. A certification by the conditional recipient that the property has not changed use;
 3. A description of changes or improvements constructed after issuance of the certificate of occupancy; and
 4. Any additional information requested by the City.
- B. The conditional recipient of a deferral of taxes under this chapter must file a complete annual tax performance report with the department pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for 10 years.
- C. A city that issues a certificate of program approval under this chapter must report annually by December 31st of each year, beginning in 2022, to the department of commerce. The report must include the following information:
1. The number of program approval certificates granted;
 2. The total number and type of new buildings constructed;
 3. The number of affordable housing units resulting from the new construction; and
 4. The estimated value of the sales and use tax deferral for each investment project receiving a program approval and the total estimated value of sales and use tax deferrals granted.

08.07D.100 Application to the Department

- A. A conditional recipient must submit an application to the department before initiation of the construction of the investment project. In the case of an investment project involving multiple qualified buildings, applications must be made for, and before the initiation of construction of, each qualified building. The application must be made to the department in a form and manner prescribed by the department. The application must include a copy of the conditional certificate of program approval issued by the City, estimated construction costs, time schedules for completion and operation, and any other information required by the department. The department must rule on the application within 60 days.
- B. The department must provide information to the conditional recipient regarding documentation that must be retained by the conditional recipient in order to substantiate the amount of sales and use tax actually deferred under this chapter.
- C. The department may not accept application for the deferral under this chapter after June 30, 2032.
- D. The application must include a waiver by the conditional recipient of the four-year limitation under RCW 82.32.100.
- E. This section expires July 1, 2032.

08.07D.110 Issuance of Certificate

- A. After receiving the conditional certificate of program approval issued by the City and provided to the department by the applicant, the department must issue a sales and use tax deferral certificate for state and local sales and use taxes due under chapter 82.02, 82.12, and 82.14 RCW on each eligible investment project.
- B. The department must keep a running total of all estimated sales and use tax deferrals provided under this chapter during each fiscal biennium.
- C. The deferral certificate is valid during active construction of a qualified investment project and expires on the day the City issues a certificate of occupancy for the investment project for which a deferral certificate was issued.
- D. This section expires July 1, 2032.

08.07D.120 Voluntary Discontinuance

- A. If a conditional recipient voluntarily opts to discontinue compliance with the requirements of this chapter, the recipient must notify the City and department within 60 days of the change in use or intended discontinuance.
- B. If, after the department has issued a sales and use tax deferral certificate and the conditional recipient has received a certificate of occupancy, the City finds that a portion of an investment project is changed or will be changed to disqualify the recipient for sales and use tax deferral eligibility under this chapter, the City must notify the department and all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.
- C. This section does not apply after ten years from the date of the certificate of occupancy.

08.07D.130 Transfer of Ownership

- A. Transfer of investment project ownership does not terminate the deferral. The deferral is transferred subject to the successor meeting the eligibility requirements of this chapter.
- B. The transferor of an eligible project must notify the City and the department of such transfer. The City must certify to the department that the successor meets the requirements of the deferral. The transferor must provide the information necessary for the department to transfer the deferral. If the transferor fails to notify the City and the department, all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral.

08.07D.140 Sunset

This sales and use tax deferral program shall expire five years from the signing of the ordinance.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Jeff Gunn - 6718, Zack Zappone - 6256
Contact Email	jgunn@spokanecity.org , zzappone@spokanecity.org
Council Sponsor(s)	Kinnear, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Pavement to People: Downtown Housing Incentive
Summary (Background)	<p>Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022.</p> <p>This Bill gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage the redevelopment of underdeveloped lands in urban areas.</p> <p>The underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing in our downtown core.</p> <p>Senate Bill 5755 states that “An owner of underdeveloped property seeking a sales and use tax deferral must apply to the city and include a description of the investment project and site plan, including a statement of the expected number of affordable housing units to be created.” This project must commit to renting or selling at least 50 percent of the units as affordable rental or affordable homeownership to very-low-, low-, or moderate-income households.</p>
Proposed Council Action & Date:	Vote to approve February 27 th , 2023
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? This resolution and program aims to provide housing options to very-low, low, or moderate-income households. Given the lack of available housing, namely affordable housing, this program could benefit individuals from historically excluded communities.	

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

Income level data will be collected.

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

The City of Spokane will file an annual report to the Department of Commerce by December 31st of each year to include: the number of program approval certificates granted, the total number and type of new buildings constructed, the number of affordable housing units resulting from the new construction, and the estimated value of the sales and use tax deferral for each investment project.

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