

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 October 2, 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 October 2, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2490 439 4166; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, October 2, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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, OCTOBER 2, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER RYAN OELRICH

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 Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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. | Pre-approval for Fleet Services to purchase three Ford F250 or equivalent diesel service trucks for the Water Department—\$285,000. (Council Sponsor: Council Member Wilkerson)
Rick Giddings | Approve | OPR 2023-0998 |
| 2. | Amendment No. 1 to Interlocal Cooperation Act Agreement with Spokane County for Establishment of the Spokane County Tourism Promotion Area (TPA) adding \$1 per day to the existing \$2 per day additional charge enacted in County Ordinance 22-0602 and adding two additional voting members to the current three for a total of five voting members. (Council Sponsors: Council President Kinnear and Council Member Zappone)
Mike Piccolo | Approve | OPR 2022-0622 |
| 3. | Memorandum of Understanding between the City of Spokane, Spokane County, and the City of Spokane Valley regarding the disparate jurisdiction relationship | Approve | OPR 2023-0999 |

for Edward Byrne Memorial Justice Assistance Grant program grant funding. (Council Sponsor: Council President Kinnear)

Justin Lundgren

- | | | | |
|--------------------------|---|------------------------------------|------------------------------|
| 4. | Memorandum of Understanding with Spokane County to apply for and split the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant program grant—total amount \$214,815. (City: \$118,148; County: \$96,667.) (Council Sponsor: Council President Kinnear) | Approve | OPR 2023-1000 |
| Justin Lundgren | | | |
| 5. | Low Bid of Shamrock Paving, Inc. (Spokane) for the Maple-Ash Chip Seal project—\$1,765,000. An administrative reserve of \$176,500, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council President Kinnear) | Approve | OPR 2023-1001
ENG 2021095 |
| Jonathan Adams | | | |
| 6. | Interlocal Agreement between City of Spokane and the Washington State Criminal Justice Training Commission outlining duties and responsibilities around vehicle repairs & maintenance. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2023-1002 |
| Jacqui MacConnell | | | |
| 7. | Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payments | CPR 2023-0002 |
| 8. | City Council Meeting Minutes: _____, 2023. | Approve | CPR 2023-0013 |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

ORD C36446 **General Fund**
 1) Add two classified Community Justice Specialist positions (from 5 to 7).
 A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to create grant funded positions.)
 (Council Sponsors: Council President Kinnear and Council Member Stratton)

Sarah Thompson

ORD C36447 **Miscellaneous Grants Fund**
 1) Increase revenue by \$455,985.
 A) Of the increased revenue, \$455,985 is provided by the Environmental Protection Agency via a sub-award through Gonzaga University.
 2) Increase appropriation by \$455,985.
 A) Of the increased appropriation, \$455,985 is provided solely for equipment repair & maintenance.

(This action arises from the need to accept the EPA sub-award for HVAC maintenance at the Northeast Community Center.) (Council Sponsors: Council Members Cathcart and Wilkerson)

Sarah Nuss

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0084 Adding a Lincoln Heights project to the Spokane Plan Commission’s 2022-2023 Work Program. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

Chris Wright

RES 2023-0085 Regarding temporary wastewater bypass from the City of Airway Heights, and ratifying letter of agreement dated September 1, 2023. (Council Sponsors: Council President Kinnear and Council Member Bingle)

Marlene Feist

ORD C36444 Relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new section 8.01.320, and amending section 4.04.050 of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Member Stratton)

Chris Wright

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for October 2, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

The October 2, 2023, Regular Legislative Session of the City Council is adjourned to October 9, 2023.

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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

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

10/02/2023

Date Rec'd	9/19/2023
Clerk's File #	OPR 2023-0998
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	CR20347
Agenda Item Name	5100 - PURCHASE OF 3 SERVICE TRUCKS FOR WATER DEPARTMENT		

Agenda Wording

Fleet Services would like pre-purchase approval for 3 Ford F250 or equivalent diesel service trucks for the Water Department.

Summary (Background)

The Water Department would like to replace 3 gasoline powered service trucks that have exceeded their economic lifecycle. Vehicles will be purchased using a Washington State DES Contract, Sourcewell, or other competitive purchasing process as vehicle availability allows. Total cost for chassis, service bodies and tax is not to exceed \$95,000 each. Vehicles will be fueled by renewable diesel meeting the City's clean fuel goals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 285,000

Select \$

Select \$

Select \$

Budget Account

4100-42490-94340-56404-11001

#

#

#

Approvals**Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** SCHOEDEL, ELIZABETH**For the Mayor** CODDINGTON, BRIAN**Council Notifications****Study Session\Other** F&A 9/18/2023**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100- Purchase of Service Trucks for Water Department
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like pre-purchase approval for 3 Ford F250 or equivalent diesel service trucks for the Water Department. Vehicles will be purchased using the Washington State DES contract or other competitive bidding process as vehicle availability dictates. The cost per vehicle including upfitting and sales tax is not to exceed \$95,000. These vehicles will replace gasoline powered units that have reached the end of their economic lifecycle. Units will be fueled with renewable diesel which qualifies them as Clean Fuel vehicles by SMC 07.06.175A.
Proposed Council Action	Approval October 2, 2023
Fiscal Impact Total Cost: <u>285,000</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: Water Department Budget 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? None Identified	
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 not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects vehicle data to compare lifecycle costs with similar vehicles.	
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 Capital Improvement Plan and Centralized Fleet Policy.	



Agenda Sheet for City Council Meeting of:

10/02/2023

Date Rec'd	9/18/2023
Clerk's File #	OPR 2022-0622
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	MIKE PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 – CITY/COUNTY INTERLOCAL AGREEMENT AMENDMENT TO THE TOURISM PROMOTION

Agenda Wording

County Ordinance No. 22-0602 would be modified to add \$1 per day to the existing \$2 per day additional charge enacted in Resolution No. 22-0602 and will add two additional voting members to the current three for a total of five voting members.

Summary (Background)

In September of 2022, the City Council approved an interlocal agreement with Spokane County, OPR 2022-0622, for the Establishment of Spokane County Tourism Promotion Area (TPA). The ILA established a special assessment per room/per day of a \$2 base charge and a \$2 additional charge for a total of \$4. The County has received a petition from the lodging business operators requesting a \$1 increase to the additional charge.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	F&A 8/21/23
Council Sponsor	CM Zappone; CP Kinnear
Distribution List	
	mpiccolo@spokanecity.org
	tstripes@spokanecity.org
	rbenzie@spokanecity.org
	sgardner@spokanecity.org
	smacdonald@spokanecity.org
	korlob@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Planning & Economic Development
Contact Name	Teri Stripes
Contact Email & Phone	tstripes@spokanecity.org (509) 625-6597
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0670 – City/County Interlocal Agreement Amendment to the Tourism Promotion Area
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This amendment pertains to the Tourism Promotion Area established under the provisions of RCW 35.101.080 and enacted through the Spokane City/County Interlocal Cooperation Act Agreement. County Ordinance No. 22-0602 would be modified to add \$1 per day to the existing \$2 per day additional charge enacted in Resolution No. 22-0602 and will add two additional voting members to the current three for a total of five voting members.
Proposed Council Action	
Fiscal Impact Total Cost: Click or tap here to enter text. 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 checked="" type="checkbox"/> Recurring Specify funding source: Special assessment for Tourism Promotion Area added for per room/per day. Expense Occurrence <input 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?	

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA

THIS AMENDMENT NO. 1 AGREEMENT (“Amendment No. 1”) made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County,” and the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard Spokane, Washington 99201, hereinafter referred to as the “City,” jointly referred to as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“County”); and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of the County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the County, through the Board of County Commissioners, has the care of county property and the management of county funds and business; and

WHEREAS, chapter 35.101 RCW authorizes the establishment of a Tourism Promotion Area by a county or city and the levy of Special Assessments (charges) on lodging businesses to fund tourism promotion therein; and

WHEREAS, pursuant to the provisions of RCW 35.101.080, the Board of County Commissioners of Spokane County adopted Ordinance No. 22-0602 which established a Tourism Promotion Area having certain boundaries to include the unincorporated area of Spokane County and the City of Spokane effective 1201 a.m. January 1, 2023. Ordinance No. 22-0602 also established Special Assessments on operators of Lodging Business within the Tourism Promotion Area on the furnishing of lodging as well as a Spokane Hotel and Motel TPA Commission; and

WHEREAS, pursuant to the provisions of RCW 35.101.040(2), the Parties entered into an interlocal agreement entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” (“AGREEMENT”) wherein the Parties agreed to form a Tourism Promotion Area to include properties within the boundaries of the unincorporated area of Spokane County and the City of Spokane; and

WHEREAS, Paragraph 4 E of the AGREEMENT provides that any change in the Special Assessment rates for any zone as set forth therein shall be made only by amendment of the Ordinance of the Board of County Commissioners, with the approval of the City Council of the City of Spokane. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane County except upon affirmative recommendation of the Spokane Hotel and Motel TPA Commission; and

WHEREAS, Paragraph 10 I of the AGREEMENT provides that amendment to the AGREEMENT requires mutual consent of the Board of County Commissioners and the City of Spokane; and

WHEREAS, pursuant to RCW 35.101.057 legislative authorities may impose an additional Tourism Promotion Area assessment charge of up to \$3 per night per stay on furnishing of lodging by a lodging business located in a Tourism Promotion Area (“Additional Charge”). Any “Additional Charge” expires July

1, 2027 under the current law. To consider the imposition of an “Additional Charge”, signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “Additional Charge” must be presented to the Board of County Commissioners. The AGREEMENT executed by the Parties and Ordinance No. 22-0602 already included up to \$2 of the Additional Charge in certain Zone(s). The Board of County Commissioners received a petition signed by more than sixty percent of the lodging business who would pay an \$1 “Additional Charge” in certain of the four (4) Zones which provided as follows:

Section No. 3 RATE of Spokane County Resolution No. 22-0602 would be modified to provide as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

Total Charge
 (“Special Assessments”)

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone A.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day
Zone B.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day

The Special Assessment to be imposed on the Operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000.00) is as follows:

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone C.	\$.50 per room/day	\$.50 per room/day	\$1.00 per room/day
Zone D.	\$0.00 per room/day	\$0.00 per room/day	\$0.00 per room/day

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane.

Zone B. Zone B encompasses all Lodging Businesses located outside Zone A but within the unincorporated area of Spokane County.

Zone C. Zone C encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone D. Zone D encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks that rent space to transient tenants for house trailers, campers, recreational vehicles, mobile homes, tents, and similar accommodations; (ii) educational institutions that sell overnight lodging to person other than students; and (iii) private lodging houses, dormitories and bunkhouses and similar accommodations operated by or on behalf of a business or school solely for the accommodation of employees of such businesses or student of the school, which are not held out to the public as a place where sleeping accommodations may be obtained.

The charges (“Special Assessments”) imposed are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410 and do not apply to temporary medical housing exempt under RCW 82.08.997.

; and

WHEREAS, consistent with Paragraph 4 E of the AGREEMENT, the Parties desire to recognize the request of the lodging businesses to impose the Additional Charge as referenced in the immediately preceding recital which Additional Charge will be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, the Spokane Hotel Motel Association has recommended that the Spokane Hotel and Motel TPA Commission established under Paragraphh 7 of the AGREEMENT be expanded by two voting members, one to be appointed by the Board of County Commissioners and one to be appointed by the City of Spokane; and

WHEREAS, consistent with Paragraph 10 I of the AGREEMENT, the Parties desire to recognize the request of the Spokane Hotel and Motel Association and expand the membership of the Spokane Hotel and Motel TPA Commission by two voting members.

NOW, THEREFORE, BE IT HEREBY AGREED by the Parties hereto that the agreement entered into by the Parties and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” be and is hereby modified so that Paragraph 4 D provides as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

D. It is understood and agreed by and between Spokane County and the City of Spokane that the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Total Charge
 (“Special Assessments”)

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone A.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day
Zone B.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day

The Special Assessment to be imposed on the Operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000.00) is as follows:

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone C.	\$.50 per room/day	\$.50 per room/day	\$1.00 per room/day
Zone D.	\$0.00 per room/day	\$0.00 per room/day	\$0.00 per room/day

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

BE IT FURTHER AGREED between the Parties hereto that the agreement entered into by the Parties and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” be and is hereby modified so that Paragraph 7 provides as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

7. Establishment of the Spokane Hotel and Motel TPA Commission.

A. It is understood and agreed that the Board of County Commissioners of Spokane County shall, pursuant to the authority of RCW 35.101.130(1) create a ~~five (5)~~ seven (7) member Spokane Hotel and Motel TPA Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues collected within the Spokane County Tourism Promotion Area to fund tourism promotion in the Spokane Metropolitan Area. ~~Three (3)~~ Five (5) members of the Spokane Hotel and Motel TPA Commission as identified in Section B shall be voting members.

B. Members of the Spokane Hotel and Motel TPA Commission shall be selected by the Board of County Commissioners of Spokane County and the City Council of Spokane from a list of nominees prepared by the Spokane Hotel and Motel Association. All nominees for membership on the Spokane Hotel and Motel TPA Commission must be Operators of Lodging Businesses within the Spokane County Tourism Promotion Area or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County and one *ex officio* member may be appointed from the members of the City Council of the City of Spokane. *Ex officio* members of the Spokane Hotel and Motel TPA Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.

C. The Board of County Commissioners of Spokane County shall appoint ~~one member~~ two members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the County of Spokane and the City Council of the City of Spokane shall appoint ~~two members~~ three members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Spokane. Any vacancy, on the Spokane Hotel and Motel TPA Commission arising from a resignation or other cause shall be

filled by the appointing entity from the list of nominees prepared by the Spokane Hotel and Motel Association within 30 days from the date the vacancy occurs.

D. It is understood and agreed that the initial voting members of the Spokane Hotel and Motel TPA Commission shall serve staggered terms, with one voting member serving a one-year term and two voting members serving for two-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel TPA Commission shall be chosen by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel TPA Commission shall serve for three-year terms.

BE IT FURTHER AGREED between the Parties hereto that but for that change to Paragraph 4 D and that change to Paragraph 7, as set forth herein above, all other terms and conditions within the agreement entitled "INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA" shall remain in full force and effect without any change or modification whatsoever. This Agreement No. 1 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. The effective date of Agreement No. 1 shall be the last signature date.

IN WITNESS WHEREOF the Parties have caused this Agreement No. 1 to be executed on the date and year opposite their respective signature block.

DATED: _____ SPOKANE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

DATED: _____ CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/02/2023

Date Rec'd	9/20/2023
Clerk's File #	OPR 2023-0999
Renews #	
Cross Ref #	OPR 2011-0729
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 625-4115
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 - JAG DISPARATE JURISDICTIONS

Agenda Wording

Memorandum of Understanding between City of Spokane and Spokane County regarding the disparate jurisdiction relationship for Edward Byrne JAG grant funding.

Summary (Background)

The City of Spokane and Spokane County are identified as disparate jurisdictions and have historically submitted a joint application to the Dept. of Justice for JAG grant funds. Recently, the City of Spokane Valley was added as a disparate jurisdiction along with City & County for intents of the JAG award and a revised MOU is needed to include the Valley. The new MOU adds the Valley; who will receive half of what is allocated to the County and does not affect the City's allocation.

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

Neutral	\$ 0	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	LUNDGREN, JUSTIN
Division Director	LUNDGREN, JUSTIN
Finance	SCHMITT, KEVIN
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 09/18/2023
Council Sponsor	Council President Kinnear
Distribution List	spdfinance
	harnold@spokanecounty.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Justin Lundgren
Contact Email & Phone	jlundgren@spokanepolice.org 625-4115
Council Sponsor(s)	Council President Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOU with Spokane County over JAG Disparate Jurisdictions
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane and Spokane County are identified as disparate jurisdictions and have annually submitted a joint application to the Dept. of Justice for JAG grant funds. An existing MOU (OPR 2011-0729) provided guidelines and understanding of how each agency would allocate the awarded funds.</p> <p>Recently, the City of Spokane Valley was added as a disparate jurisdiction along with City & County for intents of the JAG award and a revised MOU is needed to include the Valley.</p> <p>The new MOU adds the Valley; who will receive half of what is allocated to the County and does not affect the City's allocation.</p>
Proposed Council Action	Approval of MOU – October 2nd
Fiscal Impact	<p>Total Cost: <u>\$0</u></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 checked="" 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 checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
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?

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the CITY OF SPOKANE, THE CITY OF SPOKANE VALLEY and SPOKANE COUNTY, SPOKANE COUNTY SHERIFF AND SPOKANE COUNTY PROSECUTOR.

The parties agree as follows:

1. BACKGROUND

- A. Since the inaugural Edward Byrne Memorial Justice Assistance Grant (JAG) in 2005 (and the Local Law Enforcement Block Grant prior to 2005), the City of Spokane and Spokane County have met annually to determine how to re-allocate the disparate funding as defined by the Department of Justice. As a disparate jurisdiction, both entities are required to submit a joint application with one jurisdiction agreeing to serve as fiscal agent. In 2022, as a result of action by the Governor, the City of Spokane Valley was included in the disparate jurisdiction allocation.

2. GRANT ALLOCATION

- A. In order to streamline this process, effective in 2023 and to apply to future years, the City of Spokane and Spokane County agree to an equal allocation of the annual JAG (i.e., the total JAG allocation for the Spokane County region will be split at fifty percent (50%) each for the City of Spokane and Spokane County).
 - i. Spokane County's allocation will be split fifty percent (50%) each between the Spokane County Prosecutor's Office and the Spokane County Sheriff's Office.
 - ii. Effective October 1, 2022, the City of Spokane Valley will receive fifty percent (50%) of the Spokane County Sheriff's award. This will continue for each year unless the City of Spokane Valley is not considered a disparate jurisdiction.
- B. A condition of this equal allocation of funding will be the annual rotation of the fiscal agent between the two jurisdictions. The City of Spokane will act as fiscal agent in 2023 and odd years following. Spokane County will act as fiscal agent in 2024 and even years following. When serving as fiscal agent, that jurisdiction will be allowed up to ten percent (10%) of the award for the costs associated with administering the JAG.
 - i. The administrative costs each year will be taken by the fiscal agent for that year and will be calculated as ten percent (10%) of the total award.
 - ii. The City of Spokane Valley forgoes the option to take part in the annual rotation. As a result of this decision, it will receive fifty percent (50%) of the Spokane County Sheriff's Office JAG allocation each year.
 1. The City of Spokane Valley will collaborate with the Spokane County Sheriff's Office to ensure that all information required for reporting is available for entry each quarter.
- C. This allocation of funding will need to be revisited if other jurisdictions are added to the current City of Spokane/City of Spokane Valley/Spokane County disparity, nulling the

ability to split the balance at fifty percent (50%) between the City of Spokane and Spokane County. Furthermore, if circumstances change in the future and all parties are amenable, this agreement can be revisited.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Dated: _____

CITY OF SPOKANE VALLEY

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

ATTEST:

Amber Waldref, Commissioner

Ginna Vasquez, Clerk of the Board

Chris Jordan, Commissioner

Dated: _____

SPOKANE COUNTY SHERIFF

By: _____
Spokane County Sheriff

Dated: _____

SPOKANE COUNTY PROSECUTOR

By: _____
Spokane County Prosecutor



Agenda Sheet for City Council Meeting of:
10/02/2023

Date Rec'd	9/20/2023
Clerk's File #	OPR 2023-1000
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 625-4115
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620-JAG23 MOU W/ SPOKANE COUNTY

Agenda Wording

Memorandum of Understanding between City of Spokane and Spokane County regarding the application and split of FY2023 Edward Byrne Memorial Justice Assistance Grant totaling \$214,815.

Summary (Background)

The Spokane Police Department, in collaboration with the Spokane County Sheriff's Office, wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) FY23 Program. A grant application will be submitted in total for \$214,815, which will be split as follows: City - \$118,148 and County - \$96,667. County allocation is further split to the Prosecutors Office, SCSO, and City of Spokane Valley.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 0	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	Finance 09/18/2023
Division Director	LUNDGREN, JUSTIN	Council Sponsor	Council President Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	MURAMATSU, MARY	kschmitt	
For the Mayor	CODDINGTON, BRIAN	harnold@spokanecounty.org	
Additional Approvals		spdfinance	
Purchasing			
ACCOUNTING - GRANTS	MURRAY, MICHELLE		

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Justin Lundgren
Contact Email & Phone	jlundgren@spokanepolice.org 625-4115
Council Sponsor(s)	Council President Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOU with Spokane County for JAG FY23 grant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department, in collaboration with the Spokane County Sheriff's Office, wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) FY23 Program. A grant application will be submitted in total for \$214,815, which will be split as follows: City - \$118,148 and County - \$96,667. County allocation is further split to the Prosecutors Office, SCSO, and City of Spokane Valley.</p> <p>The City of Spokane will be the designated applicant & fiscal agent in conjunction with this grant</p> <p>Upon award – the department will require a special budget ordinance to appropriate revenues and expenditures related to this grant.</p>
Proposed Council Action	Approval of MOU – October 2nd
Fiscal Impact	<p>Total Cost: <u>\$0</u></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 Specify funding source: Click or tap here to enter text.</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?	
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?

MEMORANDUM OF UNDERSTANDING BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE

2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

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

WITNESSETH:

WHEREAS, the PARTIES are making a joint application for the 2023 Edward Byrne Memorial Justice Grant (JAG) Program hereinafter referred to as the "Grant"; and

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

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

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

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: DESIGNATION OF APPLICANT/FISCAL AGENT

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

SECTION NO. 2: ALLOCATION OF GRANT MONIES

The PARTIES agree that the Grant amount Two Hundred Fourteen Thousand Eight Hundred Fifteen Dollars (\$214,815.00) shall be split among the PARTIES as follows and in accordance with COUNTY Resolution No. XXXX-XXXX:

City of Spokane	\$118,148.00 (including 10% administrative costs)
Spokane County	\$96,667.00

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

The CITY agrees to use the \$96,667.00 for law enforcement equipment to enhance the safety of the officers and community members. The CITY will also use \$21,481.00 allocated due to administrative duties to be used toward officer safety equipment.

The COUNTY agrees to use \$48,333.50 of the grant funding for the prosecution and court programs purpose areas of the grant. Funding will be used to fill a support staff position in the prosecution of property and drug crimes for an approximate 12-month time frame during the award period. The Spokane County Sheriff's Office will use \$24,166.75 of the grant funding for the purchase of law enforcement equipment. The purchase of equipment will be used to ensure the safety of the Spokane community. The Spokane County Sheriff's Office will use the remaining \$24,166.75 of the grant funding specifically for the purchase of law enforcement equipment for the City of Spokane Valley. The purchase of equipment will be used to ensure the safety of the Spokane Valley community.

SECTION NO. 4: LIABILITY FOR CLAIMS

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

SECTION NO. 5: THIRD PARTY RIGHTS

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

SECTION NO. 6: ENTIRE UNDERSTANDING

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

SECTION NO. 7: AGREEMENT

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

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

ATTEST:

Amber Waldref, Commissioner

Ginna Vasquez, Clerk of the Board

Chris Jordan, Commissioner

Dated: _____

SPOKANE COUNTY SHERIFF

By: _____
Spokane County Sheriff

Dated: _____

SPOKANE COUNTY PROSECUTOR

By: _____
Spokane County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

10/02/2023

Date Rec'd	9/20/2023
Clerk's File #	OPR 2023-1001
Renews #	
Cross Ref #	
Project #	2021095
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	JONATHAN ADAMS 625-6267
Contact E-Mail	JRADAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – MAPLE-ASH CHIP SEAL (2021095) – SHAMROCK PAVING

Agenda Wording

Low Bid of Shamrock Paving, Inc. of Spokane, WA for the Maple-Ash Chip Seal in the amount of \$1,765,000.00. An administrative reserve of \$176,500.00, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On September 18, 2023 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$1,765,000.00, which is \$447,746.00 or 34% above the Engineer's Estimate. No other bids were received.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,941,500.00

Select \$

Select \$

Select \$

Budget Account

3200-95164-42300-54201-86121

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	BEATTIE, LAUREN
For the Mayor	CODDINGTON, BRIAN

Council Notifications

Study Session\Other	PIES 7/24/23
Council Sponsor	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
ddaniels@spokanecity.org
jgraff@spokanecity.org
pyoung@spokanecity.org
chuckg@shamrockpaving.us

Additional Approvals

Purchasing

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Maple-Ash Chip Seal project
Summary (Background)	<ul style="list-style-type: none"> This project will chip seal Maple & Ash between Northwest Blvd & Rowan Ave as shown on the attached exhibit. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. This project is federally funded. This job will be completed in two segments. The first segment of work is crack sealing which will occur in 2023. Then, in order to give the crack seal time to cure, chips sealing will occur in 2024.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approx. \$750,000 Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

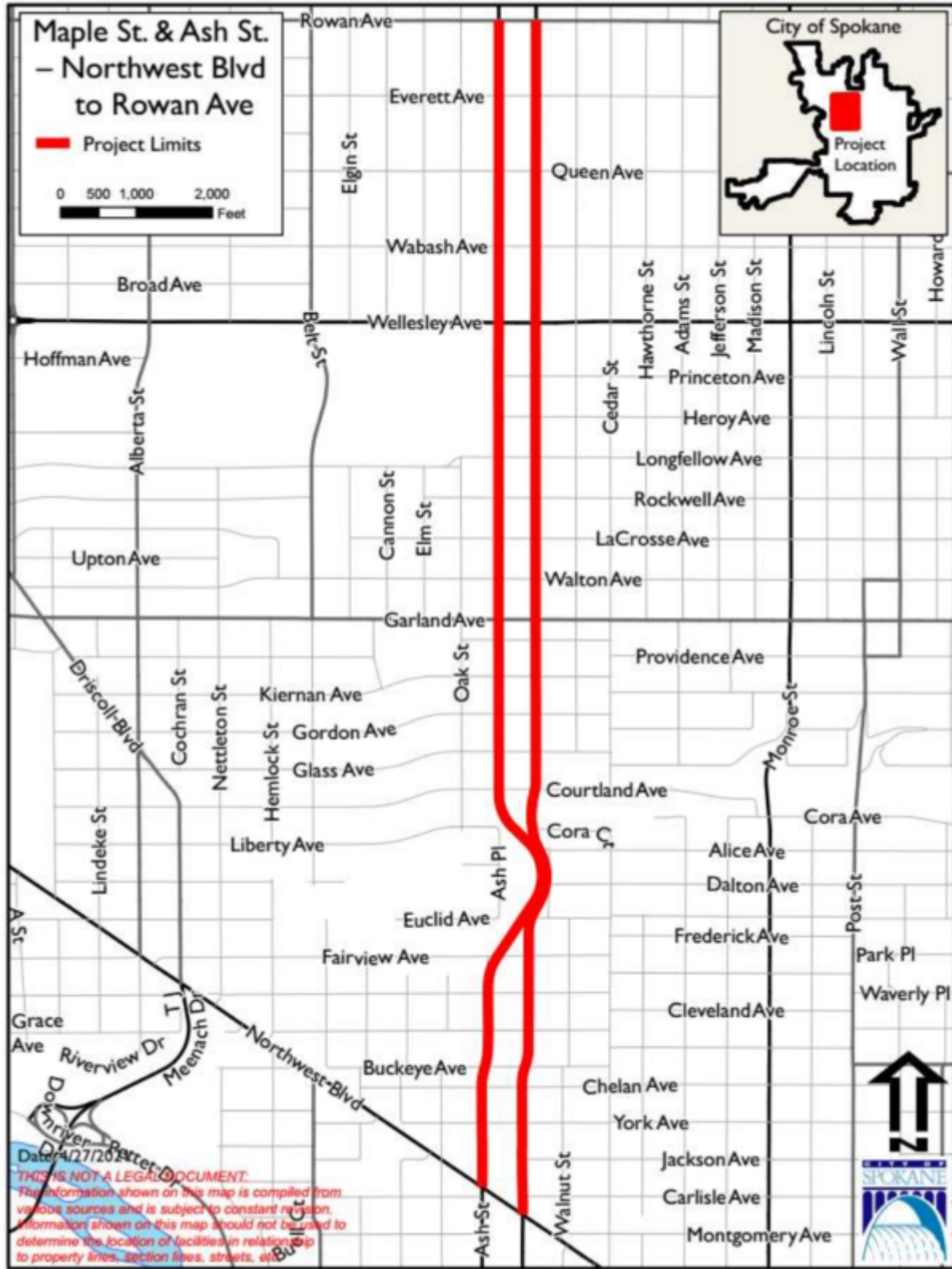
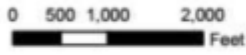
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Maple St. & Ash St. – Northwest Blvd to Rowan Ave

Project Limits



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 relation to property lines, section lines, streets, etc.





Expenditure Control Form

1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/20/23 **Type of expenditure:** Public Works Constr. Goods Services

Department: Engineering Services

Approving Supervisor: Dan Buller, Eng Services Director

Amount of Proposed Expenditure: \$1,765,000

Is this against a master agreement? If yes, please provide the number:

Funding Source Approx. \$1.3M WSDOT grant, Approx. \$465k arterial street fund

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The chip seal planned for Maple Ash is a relatively low cost pavement preservation technique which is necessary now while the pavement is in decent condition to prevent further deterioration which would require more costly repairs in the future. +

What are the impacts if expenses are deferred?

Failure to preserve the pavement now with a chipseal will require more expensive repairs in the future (grind and overlay or full rebuild). Also, failure to construct this project now would require us to return over \$1M in WSDOT grant funding.

What alternative resources have been considered?

None. This project is already mostly funded with a WSDOT grant.

Description of the goods or service and any additional information?

This project chip seals a portion of the Maple Ash arterial couplet.

Person Submitting Form/Contact: Dan Buller

Division Director:

Wardene Frost

CFO Signature:

Tanya Wallace

City Administrator Signature:

[Handwritten Signature]

Additional Comments:









Expenditure Control Form 2023 - Maple Ash - PRIORITY AGENDA ITEM TODAY

Final Audit Report

2023-09-20

Created:	2023-09-20
By:	Barbara Patrick (bpatrick@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0TiQ2lo9usAQg6X-mxXdNAk5Jrx1CyB3

"Expenditure Control Form 2023 - Maple Ash - PRIORITY AGEN DA ITEM TODAY" History

-  Document created by Barbara Patrick (bpatrick@spokanecity.org)
2023-09-20 - 8:33:23 PM GMT
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-09-20 - 8:35:03 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-09-20 - 8:37:24 PM GMT
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-09-20 - 8:37:34 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-09-20 - 8:37:36 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-09-20 - 8:39:57 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-09-20 - 8:40:13 PM GMT - Time Source: server
-  Agreement completed.
2023-09-20 - 8:40:13 PM GMT



City of Spokane
PUBLIC WORKS CONTRACT
Title: **MAPLE-ASH CHIP SEAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MAPLE-ASH CHIP SEAL**.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2021095 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,765,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the

- subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

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

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

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

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

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

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

SHAMROCK PAVING, 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 Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-177

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (1,765,000.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MAPLE-ASH CHIP SEAL**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (1,765,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MAPLE-ASH CHIP SEAL**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

<hr/> 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)

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
2	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
3	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 48,000.00	\$ 48,000.00
4	MOBILIZATION	1.00 LS	\$ 175,000.00	\$ 175,000.00
5	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	\$ 1.00	\$ 10,000.00
6	SPECIAL SIGNS	650.00 SF	\$ 18.00	\$ 11,700.00
7	TYPE III BARRICADE	75.00 EA	\$ 82.00	\$ 6,150.00
8	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 95,000.00	\$ 95,000.00
9	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 3,500.00	\$ 3,500.00
10	OTHER TRAFFIC CONTROL LABOR	3,200.00 HR	\$ 82.00	\$ 262,400.00
11	CONSTRUCTION SIGNS CLASS A	6,500.00 SF	\$ 14.00	\$ 91,000.00
12	SEQUENTIAL ARROW SIGNS	650.00 HR	\$ 6.00	\$ 3,900.00
13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1.00 LS	\$ 50,000.00	\$ 50,000.00

14	TREE PROTECTION ZONE	5.00 EA	\$	350.00	\$	1,750.00
15	TREE PRUNING	110.00 EA	\$	350.00	\$	38,500.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	6,500.00	\$	6,500.00
17	SAWCUTTING FLEXIBLE PAVEMENT	1,000.00 LFI	\$	1.50	\$	1,500.00
18	ASPHALT EMULSION, CVRS-2P	85.00 TON	\$	1,400.00	\$	119,000.00
19	ASPHALT FOR FOG SEAL	40.00 TON	\$	1,280.00	\$	51,200.00
20	AGG. FOR BST, FA-3	79,798.00 SY	\$	5.50	\$	438,889.00
21	ADDITIONAL BROOMING	24.00 HR	\$	275.00	\$	6,600.00
22	CRACK SEALING, LESS THAN 1 INCH	75,000.00 LF	\$	1.70	\$	127,500.00
23	CRACK SEALING, 1 INCH TO 3 INCH	5,000.00 LF	\$	3.25	\$	16,250.00
24	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	890.00 SY	\$	59.00	\$	52,510.00
25	PLANING BITUMINOUS PAVEMENT - 2 INCH THICK	890.00 SY	\$	62.00	\$	55,180.00
26	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	3.00 EA	\$	900.00	\$	2,700.00
27	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	3.00 EA	\$	1,100.00	\$	3,300.00
28	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
29	INLET PROTECTION	1.00 EA	\$	350.00	\$	350.00

30	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	7,000.00	\$	7,000.00
31	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	850.00	\$	850.00
32	REMOVAL OF EXISTING PAVEMENT MARKINGS	2,452.00 SF	\$	7.00	\$	17,164.00
33	PAVEMENT MARKING - DURABLE HEAT APPLIED	2,484.00 SF	\$	14.00	\$	34,776.00
34	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	24,830.00	\$	24,830.00
Schedule A-1 Subtotal					\$	<u>1,765,000.00</u>
Summary of Bid Items					Bid Total	\$ <u>1,765,000.00</u>

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

Project Number 2021095

Project Description Maple/Ash - Chip Seal

Original Date

9/18/2023 1:45:00 PM

Project Number: 2021095			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
2	SPPC PLAN	1 LS	1,500.00	1,500.00	1,000.00	\$1,000.00
3	PUBLIC LIAISON REPRESENTATIVE	1 LS	40,000.00	40,000.00	48,000.00	\$48,000.00
4	MOBILIZATION	1 LS	116,000.00	116,000.00	175,000.00	\$175,000.00
5	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	\$10,000.00
6	SPECIAL SIGNS	650 SF	25.00	16,250.00	18.00	\$11,700.00
7	TYPE III BARRICADE	75 EA	120.00	9,000.00	82.00	\$6,150.00
8	TRAFFIC CONTROL SUPERVISOR	1 LS	136,000.00	136,000.00	95,000.00	\$95,000.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	5,000.00	5,000.00	3,500.00	\$3,500.00
10	OTHER TRAFFIC CONTROL LABOR	3200 HR	40.00	128,000.00	82.00	\$262,400.00
11	CONSTRUCTION SIGNS CLASS A	6500 SF	15.00	97,500.00	14.00	\$91,000.00
12	SEQUENTIAL ARROW SIGNS	650 HR	25.00	16,250.00	6.00	\$3,900.00
13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	20,000.00	20,000.00	50,000.00	\$50,000.00
14	TREE PROTECTION ZONE	5 EA	400.00	2,000.00	350.00	\$1,750.00
15	TREE PRUNING	110 EA	450.00	49,500.00	350.00	\$38,500.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	6,500.00	\$6,500.00
17	SAWCUTTING FLEXIBLE PAVEMENT	1000 LFI	1.50	1,500.00	1.50	\$1,500.00
18	ASPHALT EMULSION, CVRS-2P	85 TON	1,200.00	102,000.00	1,400.00	\$119,000.00
19	ASPHALT FOR FOG SEAL	40 TON	900.00	36,000.00	1,280.00	\$51,200.00
20	AGG. FOR BST, FA-3	79798 SY	3.50	279,293.00	5.50	\$438,889.00
21	ADDITIONAL BROOMING	24 HR	350.00	8,400.00	275.00	\$6,600.00
22	CRACK SEALING, LESS THAN 1 INCH	75000 LF	1.20	90,000.00	1.70	\$127,500.00
23	CRACK SEALING, 1 INCH TO 3 INCH	5000 LF	4.00	20,000.00	3.25	\$16,250.00
24	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	890 SY	14.00	12,460.00	59.00	\$52,510.00
25	PLANING BITUMINOUS PAVEMENT - 2 INCH THICK	890 SY	10.00	8,900.00	62.00	\$55,180.00
26	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	3 EA	600.00	1,800.00	900.00	\$2,700.00
27	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	3 EA	1,000.00	3,000.00	1,100.00	\$3,300.00

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

<i>Project Number: 2021095</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
28	ESC LEAD	1 LS	2,000.00	2,000.00	1,000.00	\$1,000.00
29	INLET PROTECTION	1 EA	120.00	120.00	350.00	\$350.00
30	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,000.00	3,000.00	7,000.00	\$7,000.00
31	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	20,000.00	20,000.00	850.00	\$850.00
32	REMOVAL OF EXISTING PAVEMENT MARKINGS	2452 SF	10.00	24,520.00	7.00	\$17,164.00
33	PAVEMENT MARKING - DURABLE HEAT APPLIED	2484 SF	15.00	37,260.00	14.00	\$34,776.00
34	TEMPORARY PAVEMENT MARKING	1 LS	15,000.00	15,000.00	24,830.00	\$24,830.00
Bid Total			\$1,317,254.00		\$1,765,000.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,317,254.00	0.00	0.00	0.00	1,317,254.00
SHAMROCK PAVING INC (Submitted)	1,765,000.00	0.00	0.00	0.00	1,765,000.00

Low Bid Contractor: SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,765,000.00	1,317,254.00	33.99 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,765,000.00	1,317,254.00	33.99 % Over Estimate



Agenda Sheet for City Council Meeting of:
10/02/2023

Date Rec'd	9/21/2023
Clerk's File #	OPR 2023-1002
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	Contract Item
Agenda Item Name	0680-ILA WITH WSCJTC FOR VEHICLE MAINTENANCE

Agenda Wording

Interlocal agreement between City of Spokane and the Washington State Criminal Justice Training Commission(WSCJTC) outlining duties and responsibilities around vehicle repairs & maintenance.

Summary (Background)

The Spokane Police Department hosts Basic Law Enforcement Academy (BLEA) for the Washington State Criminal Justice Training Commission (WSCJTC). BLEA training includes provisions of state owned training vehicles which need routine maintenance and periodic repair services. WSCJTC is responsible for reimbursement of costs incurred by the City to repair and service CJTC owned vehicles.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 0	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	Finance 09/18/2023
Division Director	LUNDGREN, JUSTIN	Council Sponsor	Councilmember Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	BEATTIE, LAUREN	jmacconnell@spokanepolice.org	
For the Mayor	JONES, GARRETT	spdfinance	
Additional Approvals		Signer for WSCJTC: dave.miller@cjtc.wa.gov	
Purchasing			

Committee Agenda Sheet

Finance & Administration 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	Interlocal Agreement with WSCJTC regarding vehicle repairs
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department hosts Basic Law Enforcement Academy (BLEA) for the Washington State Criminal Justice Training Commission (WSCJTC). BLEA training includes provisions of state owned training vehicles which need routine maintenance and periodic repair services.</p> <p>This interlocal agreement between WSCJTC and City of Spokane outlines the process of WSCJTC owned vehicles being serviced and repaired through the City's Fleet Department.</p> <p>WSCJTC is responsible for reimbursement of costs incurred by the City to repair and service CJTC owned vehicles.</p>
Proposed Council Action	Approval of ILA – Oct. 2 nd
Fiscal Impact	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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.)	
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?	

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the City of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (CJTC), each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, among other services, the CJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the CJTC’s Basic Law Enforcement Academy (BLEA); and

WHEREAS, these CJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, the CJTC provided BLEA training includes CJTC’s provision of state owned training vehicles which need routine maintenance and periodic repair services; and

WHEREAS, CJTC contracts with several City of Spokane Police Department (SPD) officers to act in the capacity of CJTC staff at the Spokane training site (“SPD CJTC Staff”); and

WHEREAS, the PARTIES have identified the need for routine preventative maintenance and periodic repair services of the CJTC training vehicles; and

WHEREAS, CITY utilizes its own City of Spokane Fleet Department (Spokane City Fleet) for preventative maintenance and periodic repair of Spokane City-owned vehicles, including SPD vehicles; and

WHEREAS, CJTC desires to have SPD CJTC Staff arrange for Spokane City Fleet to serve as a primary provider of preventative maintenance and repair services for the CJTC state-owned training vehicles; and

WHEREAS, CJTC also desires to have SPD CJTC Staff facilitate securing CJTC contracts with Spokane area private vendors to be available as backup service providers when Spokane City Fleet lacks capability to provide services; and

WHEREAS, CJTC is a state agency obligated to comply with state procurement laws applicable to private vendor contracts for these state owned CJTC training vehicles which laws are set forth in the Washington State Department of Enterprise Services Public Policy No. POL-DES-125-03 applicable to state Direct Buy contracts which policy is available at: <https://des.wa.gov/sites/default/files/policy-documents/POL-DES-125-03DirectBuy.pdf>;

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this Interlocal Agreement is to outline the mutual agreement and shared understanding of CITY and CJTC regarding vehicle routine maintenance and periodic repair of CJTC state-owned vehicles used for training at CJTC BLEA training conducted at the Spokane Police Training Center located at 2302 North Waterworks Street, Spokane, WA 99212.

B. BACKGROUND.

As of the date of execution of this Interlocal Agreement, the contemplated CJTC state-owned vehicles used for BLEA at the Spokane Police Training Center location number 12 in total (8 retired-from-other-agency police SUVs and an additional 4 soon to be forthcoming). This Agreement intends to cover all additional CJTC state-owned vehicles as they are added to the training inventory during the term of this Interlocal Agreement.

C. TERM.

This Agreement shall commence July 1, 2023, and continue through December 31, 2033, unless terminated earlier in accordance with Section I herein, and may thereafter be renewed by mutual decision of the parties.

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY, through Spokane City Fleet, will be the primary provider of CJTC vehicle maintenance and periodic repair services.
2. CITY, through Spokane City Fleet, will develop a system for segregating CJTC state-owned vehicles serviced by City Fleet from all other vehicles serviced by City Fleet to ensure CJTC is accurately billed for services provided only to its vehicles.
3. Upon delivery of CJTC vehicles to the Spokane City Fleet designated location, Spokane City Fleet will conduct the preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
4. CITY, through Spokane City Fleet, will additionally provide CJTC repair services when Spokane City Fleet has the capability of providing such services depending on a

variety of factors impacting such capability (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).

5. CITY, through Spokane City Fleet, will bill CJTC directly for the cost of services conducted on CJTC vehicles.

CJTC.

1. CJTC, through SPD CJTC hired officers, will transport CJTC vehicles to the Spokane City Fleet designated location for preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
2. CJTC, through SPD CJTC hired officers will communicate in advance with Spokane City Fleet to assess, on a case-by-case basis, City Fleet's capabilities for providing CJTC repair services (versus preventative maintenance) which the PARTIES recognize to be dependent upon a variety of factors (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).
3. CJTC, through CJTC hired officers, will pick up CJTC vehicles from City Fleet upon completion of maintenance and/or repair vehicle services and deliver back to the CJTC BLEA training site located at Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212.
4. CJTC shall pay City of Spokane for Spokane City Fleet vehicle maintenance/repair services upon city Fleet invoicing CJTC with invoice identifying hours worked, work completed and rates.
5. CJTC shall finalize a version of the Direct Buy contract form compliant with state procurement law to be used in securing Direct Buy state contracts with Spokane area vendors for vehicle maintenance and repair services Spokane City Fleet may not be able to provide.
6. CJTC, through SPD CJTC hired officers, will facilitate securing CJTC private vendor contracts, utilizing a state approved Direct Buy contract form for such services, with Spokane area vendors to address the continued need for CJTC vehicle maintenance and repair services when Spokane City Fleet cannot perform such services (backup service provider contracts). Selected vendors will be named as the "Contractor" on the contract form and the CJTC Administrator identified in Section E will formally execute these contracts.

E. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Sergeant Dave Adams Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: dladams@spokanepolice.org P: (509) 742-8117	Commander Dave Miller CJTC Regional Academies Commander 19010 1 st Avenue S Burien, WA 98148 E: dave.miller@cjtc.wa.gov P: (206) 945-5872

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	WA. Criminal Justice Training Commission
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Monica Alexander Executive Director, WA CJTC 19010 1 st Avenue S Burien, WA 98148 E: monica.alexander@cjtc.wa.gov P: (206) 835-7291

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 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.

WA CRIMINAL JUSTICE TRAINING COMMISSION.

CJTC is self-funded for its liability exposures including General Liability and Automobile Liability (\$5 Million) as well as Workers' Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to \$5 Million and excess Workers' Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the CJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any CJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the CJTC, 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 CITY will not be required to indemnify, defend, or save harmless the CJTC 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 CJTC. 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.

The CJTC agrees to 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 CJTC 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. 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.

For this purpose, the CITY and CJTC, 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 Cjty 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.

I. TERMINATION.

This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. 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 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 Parties 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.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department 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.

R. 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.

S. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section I 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 in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.
- G. Termination. See Section I above.

T. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

[signatures on the following page]

SPOKANE POLICE DEPARTMENT

**WA. STATE CRIMINAL JUSTICE
TRAINING COMMISSION**

By: Craig Meidl
Title: Chief of Police

Date: _____

By: Monica Alexander
Title: CJTC Executive Director

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

By:
Title: Clerk of the Authority

Date: _____

Approved as to form:

Approved as to form:

By: Lynden Smithson
Title: City Attorney

Date: _____

By:
Title: Assistant State Attorney General

Date: _____



Agenda Sheet for City Council Meeting of:
10/02/2023

Date Rec'd	9/20/2023
Clerk's File #	ORD C36446
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	SARAH THOMPSON 309-6948	Project #	
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0690-COURTS-SBO FOR 2 GRANT FUNDED CJS POSITIONS		

Agenda Wording
Addition of 2 Criminal Justice Specialist positions via grant funding.

Summary (Background)
On August 21, 2023, ORD C36432 was passed wherein \$293,750 was accepted from the Administrative Office of Courts on behalf of Community Court. With those funds, two additional Community Justice Specialists are being requested. These positions will be funded by grant sources, with no additional cost to City General Fund dollars.

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

Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session\Other	Public Safety 10/2/2023
Division Director	LOGAN, MARY	Council Sponsor	CP Kinnear / CM Stratton
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		
ACCOUNTING - GRANTS	MURRAY, MICHELLE		

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community Justice Services
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	CP Kinnear & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO - Add two, grant funded, Community Justice Specialist Positions
Summary (Background)	On August 21, 2023, ORD C36432 was passed wherein \$293,750 was accepted from the Administrative Office of Courts on behalf of Community Court. With those funds, two additional Community Justice Specialists are being requested. These positions will be funded by grant sources, with no additional cost to City General Fund dollars.
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	Approve SBO on October 2, 2023
Fiscal Impact	
Total Annual Cost: \$152,000	
<i>Total cost will vary based on the hiring step and associated benefits. We expect the salary and benefit cost per employee to be less than \$80K and no impact to the City as they are grant supported positions.</i>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Positions <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: AOC grants	
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? 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 C36446

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add two classified Community Justice Specialist positions (from 5 to 7).
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create grant funded positions, 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*

10/02/2023

Briefing date: 09/25/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 9/21/2023

Clerk's File # ORD C36447

Renews #

Submitting Dept*: MAYOR

Cross Ref #

Contact Name & Phone*: SARAH NUSS 435-7026

Project #

Contact E-Mail*: SNUSS@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Special Budget Ordinance

Requisition #

Agenda Item Name: Begin with Dept # 0520 - MAYOR - SBO-COMMUNITY CENTER HVAC UPGRADES GI

Agenda Wording*: (159 character max) Acceptance of award and approval of associated SBO for the Community Center HVAC upgrades.

Summary (Background)*: (209 character max.) The City is a sub-awardee on an EPA grant through Gonzaga University. The sub-award project is to update the HVAC system at the Northeast Community Center. The EPA grant is focused on fortifying public buildings against wildfire smoke, through HVAC improvements or other facility hardening.

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

Fiscal Impact Budget Account (Additional attached?)

Revenue	\$	\$455,985	#	1360-XXXXX-99999-33166-99999
Expense	\$	\$455,985	#	1360-XXXXX-75500-54803-99999
Select	\$		#	
Select	\$		#	

Approvals Council Notifications (Date) None

Dept Head CODDINGTON, BRIAN Study Session / Other F&A Committee 9/18/2023

Division Director Council Sponsor CM Cathcart / CM Wilkerson

Finance Distribution List (Emails preferred) Additional?

Legal PICCOLO, MIKE

For the Mayor

Additional Approvals

Purchasing

ACCOUNTING - GRAI MURRAY, MICHELLE

MANAGEMENT & BUI STRATTON, JESSICA

Select Dept 3

Save Cancel View Related Documents

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Mayor's Office
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org , 509-435-7026
Council Sponsor(s)	CM Cathcart, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO-Community Center HVAC upgrades grant subaward (EPA)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City is a sub-awardee on an EPA grant through Gonzaga University. The sub-award project is to update the HVAC system at the Northeast Community Center. The EPA grant is focused on fortifying public buildings against wildfire smoke, through HVAC improvements or other facility hardening.
Proposed Council Action	Acceptance of Award & Approval of associated SBO
Fiscal Impact	
Total Annual Cost: \$455,985	
Total Cost Remaining This Year: \$455,985	
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: EPA Grant; City is Sub-awardee, Gonzaga is primary	
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? <i>The public facility chosen for this project is located in the Hillyard neighborhood that is designated as disadvantaged by several indicators per the Climate and EPA's "Economic Justice Screening" Process.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>N/A; All work proposed in this project is related to improvements made to hard infrastructure (HVAC) within the community center facility. No work will involve programs or policies related to any people-based disparities.</i>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>Contractors will be used to ensure that the work plan is the most efficient, per grant requirements.</i>	
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? <i>This project aligns with work under the sustainability action plan and neighborhood master plans, as this project improves the climate based preparedness capabilities in public facility located in a historically disadvantaged neighborhood.</i>	

ORDINANCE NO C36447

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$455,985.
 - A) Of the increased revenue, \$455,985 is provided by the Environmental Protection Agency via a sub-award through Gonzaga University.
- 2) Increase appropriation by \$455,985.
 - A) Of the increased appropriation, \$455,985 is provided solely for equipment repair & maintenance.

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 EPA sub-award for HVAC maintenance at the Northeast Community Center, 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:
10/02/2023

Date Rec'd	9/18/2023
Clerk's File #	RES 2023-0084
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT X6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - AMENDING PLAN COMMISSION WORK PLAN

Agenda Wording
Amending Plan Commission 2022-2023 Work Plan to add consideration of changing 29th Avenue between Martin and Fiske to a "Pedestrian Street" under local code.

Summary (Background)
This resolution adds an additional item concerning 29th Avenue. The Lincoln Heights Neighborhood Council has determined that an immediate priority for the neighborhood was designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" pursuant to SMC 17A.020.160. It was agreed to add this item to the current plan rather than wait for a newer work plan in 2024 (it can be carried over into the new plan when that is adopted)

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

Approvals		Council Notifications	
Dept Head	WRIGHT, CHRISTOPHER	Study Session\Other	Urban Experience 09/11/23
Division Director		Council Sponsor	CM Wilkerson, CP Kinnear
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor		bwilkerson@spokanecity.org	
Additional Approvals		lkinnear@spokanecity.org	
Purchasing		sgardner@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Resolution adding the designation of 29 th Avenue as a “pedestrian Street” to the 2022—23 work plan for the Plan Commission.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program for the Plan Commission and assigns to it certain policy and planning issues for consideration. The last current workplan was adopted by resolution on October 24, 2022 and later amended earlier this year with the addition of two items.</p> <p>This resolution adds an additional item concerning 29th Avenue. The Lincoln Heights Neighborhood Council has determined that an immediate priority for the neighborhood was designation of 29th Avenue from Martin Street to Fiske Street as a “Pedestrian Street” pursuant to SMC 17A.020.160.</p> <p>After discussion with Planning Services director, it was agreed to add this item to the current plan rather than wait for a newer work plan in 2024 (it can be carried over into the new plan when that is adopted by the Council).</p> <p>The Lincoln Heights neighborhood council and the Spokane South Hill Coalition has been engaged in extensive planning for the area since at least 2014. They developed a Connectivity and Livability Strategic Plan for Spokane’s south hill region, which included the goal of a more pedestrian and less auto-centric development of the Lincoln Heights area. Later, in 2016, the neighborhood council developed the Lincoln Heights District Center Plan, which included specific recommendations for making the business core of Lincoln Heights more pedestrian-friendly and less dependent on automobile transportation. The designation of 129th Avenue as a “pedestrian Street” under the SMC is an important step in that effort.</p> <p>The resolution is consistent both with area planning for Lincoln Heights and current comprehensive plan provisions.</p>
Proposed Council Action	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Committee review: UE 09-11-23 Advance / Final Agenda: 09-18-23 Council Action: 09-18-23.
Fiscal Impact Total Cost: <u>Unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source One-time Recurring

Specify funding source: Opioid settlement funds

Expense Occurrence One-time Recurring

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

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

The resolution adds an additional work item to the Plan Commission’s agenda. Adding the item to the work plan assumes that city planning staff will need to research and support the Plan Commission’s review of the designation of 29th Avenue from Martin Street to Fiske Street as a pedestrian street. Precise direct and indirect cost of that review is unknown at this time.

What impacts would the proposal have on historically excluded communities?

An important component of the City’s comprehensive plan is “Social Health,” an element that ensures that long-term planning includes a discussion and specific goals to enhance “qualitative” life in the city, and specific goals to encourage diversity in each neighborhood. It is expected that review of the proposal by the Plan Commission will identify whether the proposal to designate 29th Avenue as a “Pedestrian Street” serves those goals.

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

Not applicable

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

Plan Commission review is expected to identify benefits and downsides of designation of 29th Avenue as a “Pedestrian Street” under the land use code.

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 resolution is consistent with the City’s Comprehensive Plan, including policies and goals to enhance pedestrian safety and access within and around designated Centers, especially policies LU 2.2, LU 3.2, LU 4.1, LU 4.2, and TR 6. It is consistent with the 2014 Connectivity and Livability Strategic Plan (the “Strategic Plan”) for Spokane’s south hill region and the 2016 Lincoln Heights District Center Plan.

RESOLUTION NO. 2023-0084

A resolution adding a Lincoln Heights project to the Spokane Plan Commission's 2022-2023 Work Program.

WHEREAS, pursuant to Spokane City Charter Section 127 and Spokane Municipal Code Section 4.12.080, the City Council adopts by resolution an annual work program which assigns certain policy and planning issues for consideration by the Plan Commission; and

WHEREAS, Resolution No. 2022-0091, passed by the City Council on October 24, 2022 and later amended in 2023 by Resolution 2023-0041, established a work program for the Plan Commission for the years 2022-2023 and further committed to reviewing the work program periodically to determine if further revisions are necessary; and

WHEREAS, the area centered on 29th Avenue and Regal Street in the Lincoln Heights neighborhood is designated a District Center in the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan includes policies and goals to enhance pedestrian safety and access within and around designated Centers, especially policies LU 2.2, LU 3.2, LU 4.1, LU 4.2, and TR 6; and

WHEREAS, the Spokane South Hill Coalition in June 2014 adopted a Connectivity and Livability Strategic Plan (the "Strategic Plan") for Spokane's south hill region, including Lincoln Heights neighborhood, which included the goal of a more pedestrian and less auto-centric development of the Lincoln Heights area; and

WHEREAS, consistent with the Strategic Plan, the Lincoln Heights neighborhood developed the Lincoln Heights District Center Plan ("District Plan") in June 2016, which included specific recommendations for making the business core of Lincoln Heights more pedestrian-friendly and less dependent on automobile transportation, and included specific recommendations for alterations to 29th Avenue to improve pedestrian safety and walkability; and

WHEREAS, on September 4, 2023 the Lincoln Heights Neighborhood Council reviewed the recommendations in the District Plan, and determined that an immediate priority for the neighborhood was designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" pursuant to SMC 17A.020.160; and

WHEREAS, designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" on the Official Zoning Map will ensure that commercial and residential development along 29th Avenue supports a walkable environment and furthers the goals of the Comprehensive Plan and previous neighborhood planning efforts.

NOW, THEREFORE BE IT RESOLVED that an additional item is added to the Spokane Plan Commission's Work Program for 2022-2023, including a review of

designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" pursuant to SMC 17A.040.040(A).

Adopted by the Spokane City Council this _____ day of _____, 2023.

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/02/2023

Date Rec'd	9/20/2023
Clerk's File #	RES 2023-0085
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5200 - RESOLUTION TO RATIFY EMERGENCY SUPPORT FOR AIRWAY HEIGHTS

Agenda Wording

This resolution would ratify a letter agreement between the cities of Spokane and Airway Heights that allowed the City to take wastewater flow from the City of Airway heights on an emergency basis for up to one month.

Summary (Background)

On September 1, the City of Airway Heights requested support from Spokane with their wastewater flows. Their system had been experiencing an upset that had the potential to lead to a significant spill to ground of wastewater flows. With Authorization from the Dept. of Ecology to take the flow and review of information by the City's wastewater experts, we agreed to take the flows.

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

Revenue	\$ TBD	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	KECK, KATHLEEN
Legal	SCHOEDEL, ELIZABETH
For the Mayor	CODDINGTON, BRIAN

Council Notifications

Study Session\Other	PIES 9-25-2023
Council Sponsor	CP Kinnear & CM Bingle
Distribution List	
	mfeist@spokanecity.org
	eschoedel@spokanecity.org
	rgennett@spokanecity.org

Additional Approvals

Purchasing	
	atripp@cawh.org
	kanderson@cawh.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CP Kinnear & CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Resolution to ratify emergent support for Airway Heights
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This resolution would ratify a letter agreement between the cities of Spokane and Airway Heights that allowed the City to take wastewater flow from the City of Airway Heights on an emergency basis for up to one month.</p> <p>On Sept. 1, the City of Airway Heights requested support from Spokane with their wastewater flows. Their system had been experiencing an upset that had the potential to lead to a significant spill to ground of wastewater flows.</p> <p>With authorization from the Department of Ecology to take the flow and review of information by the City's wastewater experts, we agreed to take the flow. Agreements between jurisdictions are typically approved by City Council so Public Works is bringing this forward for ratification by City Council.</p>
Proposed Council Action	For discussion only.
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input 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?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</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 relates to an emergency response, designed to avoid an environmental problem in our community.

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

N/A

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

This resolution is designed to ratify a decision to assist with an emergent need. It is consistent with our goals to protect the environment and be a good neighbor to surrounding communities.

RESOLUTION NO. 2023-0085

A RESOLUTION REGARDING TEMPORARY WASTEWATER BYPASS FROM
THE CITY OF AIRWAY HEIGHTS

WHEREAS, on Friday, September 1, 2023, the City of Airway Heights (AIRWAY HEIGHTS) experienced an emergency at their Water Reclamation Facility (WRF), whereby their backup lagoons were rapidly filling and could experience a sewage overflow; and

WHEREAS, AIRWAY HEIGHTS requested the City of Spokane (SPOKANE) allow temporary bypass of domestic wastewater from its treatment plant and collection system to SPOKANE; and

WHEREAS, Washington State Department of Ecology authorized discharge to the SPOKANE's RPWRF from AIRWAY HEIGHTS, on a temporary basis (up to 30 days) to avoid an overflow and environmental contamination; and

WHEREAS, the Parties have a Multi-Jurisdictional Agreement (MJA), signed in 2021 (OPR 2021-0575), which sets out the responsibilities for each Party with respect to those sewer connections located within AIRWAY HEIGHTS to discharge wastewater directly to RPWRF and provide for the jurisdictional authority for enforcement of federal, state and local pretreatment regulations; and

WHEREAS, SPOKANE and AIRWAY HEIGHTS do not have a current Agreement by which SPOKANE agrees to accept wastewater from WRF directly; and

WHEREAS, as a result of Ecology's authorization for discharge, the Parties signed a Letter Agreement, dated September 1, 2023 (Agreement) to allow for an emergency temporary wastewater bypass by Airway Heights for up to one month or no later than October 1, 2023; and

WHEREAS, AIRWAY HEIGHTS agrees to provide daily influent monitoring testing to SPOKANE to ensure that the bypass wastewater will not cause interference with the operation of SPOKANE's POTW. If at any point there is an indication that AIRWAY HEIGHTS' flow could impact SPOKANE, any discharge will be immediately terminated; and

WHEREAS, the Parties agreed and stipulated that the Agreement does not in any way amend, modify or change any terms of the current MJA and that all terms and conditions outlined in the MJA remain in full force and effect; and

WHEREAS, the purpose of this Resolution is for Spokane City Council to ratify the Agreement dated September 1, 2023.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council ratification of the Agreement, as follows:

1. AIRWAY HEIGHTS is authorized to discharge domestic wastewater from its WRF to SPOKANE's RPWRF for up to 30 days. Such temporary bypass shall be terminated no later than October 1, 2023.
2. The Agreement dated September 1, 2023, attached as Attachment A is hereby ratified by City Council.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Letter Agreement Dated September 1, 2023



September 1, 2023

Albert Tripp
City Manager
City of Airway Heights
1208 S. Lundstrom St.
Airway Heights, WA 99001

Re: Temporary Airway Heights Wastewater Bypass
Binding Preliminary Agreement between Airway Heights and Spokane

Dear Mr. Tripp,

Airway Heights has requested the City of Spokane provide temporary, no longer than 30 days, assistance as their treatment plant was failing and their lagoon was rapidly filling. Washington State Department of Ecology has provided authority for the "City of Airway Heights to discharge domestic wastewater from its treatment plant and collection system as necessary to the City of Spokane for up to one month, if the City of Spokane agrees to this arrangement".

The Multijurisdictional Agreement (MJA) for Pretreatment, signed in 2021, specifically states that Spokane will not accept any discharge, bypass or divert overflow from its Water Reclamation Plant to Spokane. OPR 2021-0575. As such, the discharge lines from the Airway Heights treatment plant were plugged in May 2022 and the valve in the vault was removed to prevent discharge to the City of Spokane POTW. Initial data indicates that the bypass wastewater will not cause interference with the City of Spokane's POTW.

Although Airway Heights should have in place an emergency action plan, the City of Spokane is willing to accept the bypass wastewater from Airway Heights on the following terms and conditions. Any deviation from these conditions will result in immediate termination of flow.

Since the data provided shows the bypass wastewater will not cause interference with the City of Spokane POTW and due to the emergency nature of the request the City of Spokane agrees to accept the bypass wastewater from Airway Heights under the following conditions:

1. City of Airway Heights may temporarily dump bypass waste to the Spokane Sewer System using an existing Airway Heights sewer main located in Russell Road between McFarlane Road south to the Spokane Sewer System.
2. Airway Heights staff must continuously monitor the location where the bypass is entering the sewer to prevent spills to ground, as regulated by the Department of Ecology.
3. Airway Heights must monitor the number of gallons discharged to the City of Spokane POTW and report this total within 14 days of when the bypass event is concluded.
4. Airway Heights is allowed to discharge an amount not to exceed 900,000 gallons per day, at a rate not to exceed 500 gallons per minute.
5. Airway Heights will pay a rate consistent with outside city commercial users rate for the treatment and disposal of all wastewater accepted by the City of Spokane.
6. Airway Heights agrees to pay any staff time and equipment costs and fees expended to accommodate their request for assistance, to include without limitation the 6" pump usage and associated costs.
7. Airway Heights will provide daily influent monitoring testing to the City Spokane on a daily basis. Testing shall include BOD, TSS and Ammonia, at a minimum. In the event test results indicate any disruption to Spokane's POTW all flows will be immediately terminated, in the sole discretion of the City of Spokane.
8. Airway Heights will promptly execute a written amendment to the MJA Agreement by September 18, 2023.

9. Airway Heights agrees and understands that failure to comply with any of these terms will result in immediate termination of services, at cost to Airway Heights. Notwithstanding the above, these temporary services shall be terminated and disconnected no later than October 1, 2023, or as agreed in writing by both Parties.

This approval to discharge is temporary, and for this emergency event only. This one-time approval will not set a precedent for future bypass approvals. Furthermore, Airway Heights specifically agrees and understands that failure to comply with any of these terms will result in immediate termination of services, at cost to Airway Heights. Notwithstanding the above, these temporary services shall terminate no later than October 1, 2023, or as agreed in writing by both Parties.

Sincerely,



Marlene C. Feist
Public Works Director

cc: Garret Jones, Interim City Administrator
Raylene Gennett, Director Wastewater Management
Mike Cannon, Wastewater Plant Manager
Allissa Barrett, RPWRF Pretreatment
Elizabeth L. Schoedel, Assistant City Attorney
Art Jenkins, Department of Ecology
Lindsey Forward, AWH Permit Manager
Dianna Washington, COS Permit Manager

I, Albert Tripp, City Administrator for the City of Airway Heights hereby accept and agree to the above terms and conditions.

Name: Albert Tripp [Print]
By: Albert Tripp
Its: City Manager

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

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	ORD C36444
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT X6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - REGULATION OF MASSAGE AND REFLEXOLOGY BUSINESSES ORDINANCE

Agenda Wording

AN ORDINANCE relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new s

Summary (Background)

Recognizing the value of legitimate massage and reflexology businesses in Spokane, there are also some that hold themselves out to be legitimate, but employ unlicensed persons and facilitate the commission of various criminal acts, including human trafficking and prostitution. The City Council wants to protect the reputation of legitimate and licensed business and practitioners, as well as public health, safety and welfare.

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

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

Approvals

Dept Head BYRD, GIACOBBE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 9/11/2023 UE

Council Sponsor CP Kinnear & CM Stratton

Distribution List

cwright@spokanecity.org

tschwering@spokanepolice.org

mmuramatsu@spokanecity.org

lbeattie@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CP Lori Kinnear, CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Establishing a Massage Parlor Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance addresses a hole in the City’s regulatory scheme that is a potential loophole for human trafficking and prostitution. It prevents unlicensed and nefarious businesses from moving into the City of Spokane and provides a limited right of inspection that can aid in enforcement. This establishes that persons in Spokane who hold themselves out as massage therapists or reflexologists have actually met the state’s educational, training and professional certification standards, and that they were subject to screening and background checks before entering into the business where they are seeing clients. Without a local mechanism to check on the licensing status of these individuals, there is no way to ensure the safety of the public from non-licensed persons claiming to be practitioners. Similarly, without authorizing reasonable checks of practitioner licensing, there is no way to know whether these so-called practitioners are not actually individuals being exploited or trafficked under the guise of a massage or reflexology business.</p> <p>This ordinance leverages the tool of the Spokane business license. Unless business are law-abiding and conform to state and local regulations designed for quality assurance and to protect public safety, Spokane may deny them the right to operate their business in the city limits.</p>
Proposed Council Action	
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 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 (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No known impacts.	

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? Citation and licensing information is collected and data will be gleaned from that information.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Citation and licensing information is collected and data will be gleaned from that information.

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 City of Spokane has an obligation to protect the public health, safety and welfare of its citizens. This ordinance furthers the state's interest in professional licensing for public health providers. This ordinance is intended to ensure that those practicing in these two designated areas regulated by the Department of Health are actually operating within that statutory framework.

ORDINANCE NO. C36444

AN ORDINANCE relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new section 8.01.320, and amending section 4.04.050 of the Spokane Municipal Code.

WHEREAS, licensed massage practitioners and reflexologists play an important role in the health and wellbeing of our community; and

WHEREAS, while massage therapists and reflexologists must obtain a state license to practice, Washington State engages in little regulation of massage parlors themselves; and

WHEREAS, in Spokane, as in most other Washington jurisdictions, massage parlors have opened to provide massage and reflexology by non-licensed practitioners; and

WHEREAS, there is no way to ensure that the practitioners providing these services comply with the health and safety requirements of state law; and

WHEREAS, these businesses are, on occasion, engaged in criminal activity such as prostitution; and

WHEREAS, the Spokane Police Department has investigated some of the unlicensed businesses, and has established probable cause to file criminal charges; and

WHEREAS, these investigations are very time consuming and resource intensive, and there have been circumstances in which businesses employing non-licensed massage and reflexology practitioners have been charged with a criminal offense only to later reopen, providing the same services under a different name; and

WHEREAS, these illegitimate operations threaten the reputation of licensed massage practitioners and threaten the public health, safety and welfare; and

WHEREAS, requiring all massage and reflexology providers to be licensed as required by state law, and requiring all practitioners and business owners to be responsible for proper state licensing will reduce the incidence of criminal activity, protect the reputation of properly licensed providers protect the public health, safety and welfare;

NOW, THEREFORE, the city council of the City of Spokane does hereby ordain as follows:

Section 1. A new Chapter 10.78 is hereby adopted as follows:

Chapter 10.78 **Massage and Reflexology Businesses**

- SMC 10.78.010 Purpose
- SMC 10.78.020 Definitions.
- SMC 10.78.030 References to Revised Code of Washington.
- SMC 10.78.030 Owner, director, manager - Proof.
- SMC 10.78.040 Exemptions - Limitations - Name or structure of business.
- SMC 10.78.050 Inspections.
- SMC 10.78.060 Massage practitioner or reflexologist-License or certificate required - Violation.
- SMC 10.78.070 Massage practitioner or reflexologist - Owner, director, manager, or other person in charge to ensure valid license or certificate - Violation.
- SMC 10.78.080 Display of massage practitioner or reflexologist license or certificate required - Violation.
- SMC 10.78.090 Receipt of massage or reflexology services from unlicensed massage practitioner or reflexologist - Unlawful.
- SMC 10.78.100 Minors practicing massage or reflexology - Responsibility of owner, director, manager or other person in charge - Receipt of massage or reflexology services from minor unlawful.
- SMC 10.78.110 Unlawful to advertise the practice of massage or practice of reflexology except in accordance with RCW 18.108.040.
- SMC 10.78.120 Violations - Penalty.

SMC 10.78.010 **Purpose.**

The Spokane City Council recognizes the health and wellness benefits of massage and reflexology, and that massage and reflexology businesses in the city of Spokane serve a legitimate and beneficial purpose in the community. The Council also recognizes that there are some businesses that hold themselves out as massage or reflexology businesses, but employ unlicensed persons to provide massage and uncertified persons to provide reflexology who fail to follow state health and licensing requirements, and do not have the proper training required to obtain a state license or certification. In addition, these businesses that employ unlicensed or uncertified persons to provide massage and reflexology can be used to facilitate the commission of various criminal acts, including but not limited to human trafficking and prostitution. These businesses that permit unlicensed or uncertified persons to perform massage and reflexology or permit the commission of unlawful acts threaten the business and reputation of legitimate and licensed businesses and practitioners, and present a threat to the public health, safety, and welfare. This chapter is intended to inhibit the ability of an individual or businesses to engage in the practice of providing unlicensed massage and reflexology, and support the legitimate provision of these services by licensed massage practitioners and reflexologists.

SMC 10.78.020 Definitions.

For purposes of this chapter, the terms and phrases below shall have the following meanings:

- A. "Advertise" includes, but is not limited to, signs located at a massage business or reflexology business; signs located in places other than at a massage business or reflexology business; advertisements on vehicles; advertisements in paper media such as newspapers, magazines, fliers, cards or business cards; or advertisements in electronic media such as internet websites, social media, electronic classified advertisements, cell phone applications, and television or radio advertisements.
- B. "Certified reflexologist," "massage business," "massage," "massage practitioner," "massage therapy," "reflexology," and "reflexology business" shall have the meanings set forth in RCW 18.108.010.
- C. "License," "certificate" and "certification" mean a license, certificate or certification issued pursuant to chapter 18.108 RCW.
- D. "Conspicuously display" shall mean the display of licenses and certificates in a manner that can be viewed and read by a person immediately upon entry into the initial common area of a massage business or reflexology business without having to request to see the license or certification.
- E. "Reflexologist" means a person who practices reflexology.
- F. "Represent himself or herself as a massage practitioner" shall have the same meaning as set forth in RCW 18.108.030(1)(b).
- G. "Represent himself or herself as a reflexologist" shall have the same meaning as set forth in RCW 18.108.030(2)(b).

SMC 10.78.030. References to Revised Code of Washington.

References in this chapter to chapter 18.108 RCW or a specific section of chapter 18.108 RCW shall include the chapter and sections as currently enacted and as amended or recodified in the future.

SMC 10.78.040 Owner, Director, Manager - Proof.

- A. For purposes of this chapter, whether a person is an owner, director, manager, or other person in charge of a massage business or reflexology business may be established from evidence such as, but not limited to:
1. The person holds himself or herself out as an owner, director, manager, or some other like title evidencing control over business decisions;
 2. The person is responsible for the general business decisions of the business;
 3. The person is considered by those who provide massage or reflexology services as an owner, director, manager, or other person in charge;
 4. The person is in control or partial control of when, how, or how much those who provide massage or reflexology services work or are paid, or whether those who provide massage or reflexology services are employees or contractors retained to provide services on behalf of the business;
 5. The person is listed as a registered agent of the business;
 6. The person is listed as a "governing people" by the Washington State Business Licensing Service;
 7. The person is an applicant or is listed as an owner on a city or state business license or license application;
 8. The person receives income from the business that is dependent on revenue generated by another person providing massage or reflexology services on behalf of or at the business;
 9. The person has signed a lease or rental agreement for property at which the business is operated or is responsible for lease or rent payments;
 10. The person has signed for a loan on behalf of the massage or reflexology business;
 11. The person is financially responsible for the massage business or reflexology business utilities or services such as water, electricity, garbage, sewer, telephone, internet, cable television, security, cleaning, maintenance or accounting;
 12. The person pays taxes on behalf of the business; or

13. The person is responsible for ensuring the business is properly supplied with resources necessary to carry out the work of the business or maintain the business.

B. The presence of any of the circumstances described in subsection A shall be sufficient to establish that a person is the owner, director, manager, or other person in charge of a massage business or reflexology business. The circumstances described in subsection A are not exclusive and other evidence may demonstrate a person is an owner, director, manager, or other person in charge of a massage business or reflexology business.

SMC 10.78.050 Exemptions - Limitations - Name or Structure of Business.

A. This chapter shall not apply to the following:

1. Activities set forth in RCW 18.108.050 when performed as provided in that statute; or
2. Massage or reflexology that is not provided in exchange for a fee, property or other consideration.

B. The exemptions set forth in subsection A shall not apply to any person who practices or represents himself or herself as a massage practitioner or who practices reflexology or represents himself or herself as a reflexologist and who advertises for the massage or reflexology services, to any business that advertises for massage or reflexology services, or to any person who provides massage or reflexology services at a business that advertises for such services.

C. The exemptions set forth in subsection A shall not apply to any person who obtains massage or reflexology services from a person who advertises for the massage or reflexology service, from a business that advertises for massage or reflexology services, or from any person who provides massage or reflexology services at a business that advertises for such services.

D. The fact that a person or business that provides massage or reflexology services describes or advertises such services by a name other than massage or reflexology shall not exempt that person or business from this chapter.

E. In the event the services provided fall within the definition of massage or reflexology, the manner in which a business is incorporated or structured shall be of no consequence in determining if a business provides massage or reflexology services.

- F. A club or cooperative arrangement in which a person pays a fee to become a member of the club or cooperative and, as a result of such membership, he or she obtains massage or reflexology services, shall be considered a massage business or reflexology business.

SMC 10.78.060 Inspections.

- A. Law enforcement personnel shall have the authority to inspect the premises of any massage business or reflexology business in order to ensure:
 - 1. Compliance with the requirement that licenses and certifications are conspicuously displayed and valid;
 - 2. That those providing massage or reflexology services are validly licensed and of proper age.
 - 3. That there is a record of all persons providing massage or reflexology services on the premises as required in SMC 10.78.080.
- B. Inspections shall be limited to times when the massage or reflexology business is open.
- C. Inspections shall be limited to the common areas of the massage or reflexology business. Absent consent, a warrant, or other lawful basis, this section shall not authorize entry or inspection of rooms in which massage or reflexology is provided and which are separated from the common area of the massage business or reflexology business.
- D. This section shall not be interpreted as limiting the use by law enforcement of any lawful investigatory techniques.

SMC 10.78.070 Massage practitioner or reflexologist – License or certificate required - Violation.

- A. It shall be unlawful for any person to practice massage, or represent himself or herself as a massage practitioner in the city of Spokane, without a valid and current massage practitioner's license.
- B. It shall be unlawful for any person to practice reflexology, or represent himself or herself as a reflexologist in the city of Spokane, without a valid and current massage practitioner's license or certificate in reflexology.

- C. An unissued license or certificate, or an expired, revoked, or suspended license or certificate, shall not be considered a valid license or certificate.

SMC 10.78.080 Massage practitioner or reflexologist - Owner, director, manager, or other person in charge to ensure valid license or certificate - Violation.

- A. It shall be the responsibility of any owner, director, manager, or other person in charge of a massage business or reflexology business in the city of Spokane to ensure that each person who practices massage, or represents himself or herself as a massage practitioner, is validly and currently licensed, and to ensure that each person who practices reflexology or represents himself or herself as a reflexologist is validly and currently licensed as a massage practitioner or certified as a reflexologist.
- B. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business to facilitate or, with knowledge or criminal negligence, permit a person who does not have a valid and current massage practitioner's license to practice massage or represent himself or herself as a massage practitioner.
- C. It shall be unlawful for any owner, director, manager, or other person in charge of a reflexology business to facilitate or, with knowledge or criminal negligence, permit a person who does not have a valid and current reflexology license to practice reflexology or represent himself or herself as a reflexologist.
- D. Any person who has not been issued a license or certificate by the Washington Department of Health, or whose license or certificate is expired, revoked, or suspended, shall not be considered validly licensed or certified to practice massage or reflexology.
- E. For the purposes of this section, the failure of the owner, director, manager, or other person in charge of a massage business or reflexology business to confirm the validity of a massage license or reflexology certificate through the Washington Department of Health shall constitute criminal negligence.
- F. It shall be the responsibility of any owner, director, manager, or other person in charge of a massage business or reflexology business in the city of Spokane to maintain a record of every person providing massage or reflexology services on the premises, which list shall be maintained for all such persons for at least three (3) years, and which shall contain the name, address, telephone number, state

credential number, and National Provider Identifier (NPI) (if any) of each such person, and the date(s) on which the person began and concluded such services.

SMC 10.78.090 Display of Massage Practitioner or Reflexologist License or Certificate Required - Violation.

- A. At any massage business or reflexology business, a copy of the valid and current license of each person who practices massage or represents himself or herself as a massage practitioner at or on behalf of the massage business or reflexology business, and the valid and current massage practitioner's license or reflexology certificate of each person who practices reflexology or represents himself or herself as a reflexologist at or on behalf of the massage business or reflexology business, shall be conspicuously displayed and shall be made available to persons receiving massage or reflexology services or to law enforcement for inspection upon request.
- B. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business or reflexology business to fail to conspicuously display the valid and current massage practitioner's license of each person who practices massage or represents himself or herself as a massage practitioner at or on behalf of the massage business or reflexology business.
- C. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business or reflexology business to fail to conspicuously display the valid and current massage practitioner's license or certificate to practice reflexology of each person who practices reflexology or represents himself or herself as a reflexologist at or on behalf of the massage business or reflexology business.
- D. Each person who practices massage or represents himself or herself as a massage practitioner, and each person who practices reflexology or represents himself or herself as a reflexologist, shall have his or her valid and current license or certificate at each location in which he or she practices massage or represents himself or herself as a massage practitioner, and at each location in which he or she practices reflexology or represents himself or herself as a reflexologist, and the valid and current license or certificate shall be provided to the person receiving the massage or reflexology service or to law enforcement for inspection upon request.
- E. It shall be unlawful for any person who practices massage or represents himself or herself as a massage practitioner, to fail to have his or her valid and current massage practitioner's license at each location in which massage services are

provided, or display his or her valid and current license to the person receiving the massage service or to law enforcement for inspection when requested.

- F. It shall be unlawful for each person who practices reflexology or represents himself or herself as a reflexologist to fail to have his or her valid and current massage practitioner's license or reflexology certificate at each location in which reflexology services are provided, or display his or her valid and current license or certificate to the person receiving the reflexology service or to law enforcement for inspection when requested.
- G. It shall be unlawful for any person to present or conspicuously display an expired, altered, fake or fraudulently obtained license, certificate or certification. It shall be unlawful for an owner, director, manager or other person in charge of a massage business or reflexology business to facilitate or permit another to present or conspicuously display an expired, altered, fake or fraudulently obtained license, certificate or certification.

SMC 10.78.100 Receipt of Massage or Reflexology Services from Unlicensed Massage Practitioner or Reflexologist - Unlawful.

- A. It shall be unlawful for any person to receive massage services from another whom the recipient knows, or reasonably should know, is not validly or currently licensed to provide massage services. It shall be unlawful for any person to receive reflexology services from another whom the recipient knows, or reasonably should know, is not validly or currently licensed as a massage practitioner or certified to provide reflexology services.
- B. It shall be an affirmative defense to a violation of this section that the person receiving the massage or reflexology services inquired of the license or certification status of the person providing the services and was provided a document purporting to be a valid and current license of the massage practitioner or valid and current certificate of the reflexologist.

SMC 10.78.110 Minors Practicing Massage or Reflexology - Responsibility of Owner, Director, Manager or Other Person in Charge - Receipt of Massage or Reflexology Services from Minor Unlawful.

- A. It shall be the responsibility of the owner, director, manager, or other person in charge of a massage business or reflexology business to verify that each person who provides massage or reflexology services has attained the age of 18. It shall be unlawful for any owner, director, manager, or other person in charge of a

massage business or reflexology business to permit or facilitate the provision of massage or reflexology services by a person who has not reached the age of 18.

- B. It shall be unlawful for any person to receive massage or reflexology services from another whom the recipient knows, or reasonably should know, has not reached the age of 18. It shall be an affirmative defense to a violation of this section that the person receiving the massage or reflexology services inquired of the age of the person providing the services and was provided a document purporting to be a valid and current license of the massage practitioner or valid and current certificate of the reflexologist.

SMC 10.78.120 Unlawful to Advertise the Practice of Massage or Practice of Reflexology Except in Accordance with RCW 18.108.040.

It shall be unlawful to advertise the practice of massage or practice of reflexology except in accordance with RCW 18.108.040.

SMC 10.78.130 Violations - Penalty.

- A. The first violation of any provision of this chapter shall constitute a misdemeanor.
- B. Each subsequent violation of this chapter, whether alleged in the same prosecution as the first violation or in subsequent prosecutions, shall constitute a gross misdemeanor:

Section 2. Chapter 8.01 of the Spokane City Code, entitled "Business Registrations," is hereby amended by adding a new section 8.01.320 entitled "Denial or Revocation of Business License – Illegal Activity."

SMC 8.01.320 Denial or Revocation of Business License – Illegal Activity.

- A. No person convicted of an offense under Chapter 9A.88 RCW or a comparable law of another state, and no person convicted of an offense under Chapter 9A.60 RCW or a comparable law of another state, when such violation of Chapter 9A.60 RCW or comparable law of another state is related to the operation of a massage business or reflexology business, shall be authorized or entitled to obtain or retain a City of Spokane business license for a massage business or reflexology business.

- B. The issuance of a business license for a massage business or reflexology business to a person previously convicted of an offense described in subsection A shall be null and void.
- C. In the event a person who has obtained a City of Spokane business license for a massage business or reflexology business is thereafter convicted of an offense described in subsection A, such business license shall be deemed invalid and subject to revocation pursuant to Chapter 4.04 SMC.
- D. For a two-year period following conviction, a business license application for the operation of a massage business or reflexology business may be denied to any licensee convicted of an offense under Chapter 10.78 SMC.
- E. A business license for the operation of a massage business or reflexology business may be revoked as it relates to any licensee convicted of an offense under Chapter 10.78 SMC.
- F. For the purposes of this section, the terms "massage," "massage business," "reflexology," and "reflexology business" shall have the meanings set forth in RCW 18.108.010 as now enacted or hereafter amended or recodified.

Section 3. Section 4.04.050 of the Spokane Municipal Code is amended to read as follows:

SMC 04.04.050 Refusal to issue, revocation of, or refusal to renew business license

- A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.
- B. The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, may revoke or may refuse to renew any license issued under this chapter on one or more of the following grounds:
 - 1. The applicant or licensee has not made good tender of the license fee.
 - 2. The applicant or licensee has not furnished sufficient and accurate information.

3. The applicant or licensee is not otherwise eligible.
4. The applicant or licensee has failed to comply with any provisions of this chapter.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
6. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48 or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:
 - a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
 - b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.
7. Within the last ten years the applicant or licensee is a person subject to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.
8. The applicant has violated the City's earned sick and safe leave ordinance, chapter 09.01 SMC, 5 times within the past 10 years.
9. The applicant or licensee has been convicted of an offense under Chapter 9A.88 RCW or a comparable law of another state, Chapter 9A.60 RCW or a comparable law of another state, or Chapter 10.78 SMC.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 5. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date