

CITY OF SPOKANE



REGARDING CITY COUNCIL 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 have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the February 5, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of February 5, 2024:

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: 249 512 01451; 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 beginning at 5:00 p.m. on Friday, February 2, 2024, and ending at 6:00 p.m. on Monday, February 5, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on February 5, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m.
- B. Members of the public can sign up for open forum beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.** Individuals speaking during open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings). 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.
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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, hearing items, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- 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 or city officials (including members of city boards and commissions) 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.
- J. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal

Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.

- K. Members of the public may photograph or film council proceedings subject to the limitations in this rule. No flash photography or other lighting is permitted. Except during portions of the meeting council meeting involving presentation of awards, proclamations, salutations or other commemorative events, all photography and filming shall be conducted from the areas of Council Chambers or meeting room set aside for members of the media, and no photography or filming shall be permitted from center or side aisles or from the seating area, as such activity may disrupt the ability of the public to view the council meeting. Individuals violating this rule may be subject to removal pursuant to Rule 2.13. This rule does not prohibit individuals from recording the meeting with audio equipment that does not disrupt the orderly conduct of the meeting.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
- H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 5, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

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. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

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

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

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|---|----------------|---------------------------------------|
| <p>1. Low Bid of Inland Asphalt Company (Spokane) for the Market, Monroe, 29th Grind and Overlays project—\$3,690,000. An administrative reserve of \$369,000, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Wilkerson)
Jonathan Adams</p> | <p>Approve</p> | <p>OPR 2024-0062
ENG 2022064</p> |
| <p>2. Consultant Agreement with Design West Architects, P.A. (Spokane) for design and engineering services for the Police Academy renovation and addition from January 1, 2024, through December 31, 2026, utilizing a grant award from the Washington State Legislature—\$245,700 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Dave Steele</p> | <p>Approve</p> | <p>OPR 2024-0063
RFQu 5971-23</p> |
| <p>3. Agreement with Spokane County Sheriff’s Office in conjunction with the Mental Health Field Response Team Fiscal Year 2023 Grant Program from July 1, 2023, through June 30, 2025—\$1,386,166. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Jason Hartman</p> | <p>Approve</p> | <p>OPR 2024-0064</p> |
| <p>4. Contract with Opportunity Space, Inc. dba TOLEMI (Boston, MA) to operate the City of Spokane’s Registration Program as detailed in SMC 17F.070.520, and other property based software for the Code Enforcement Department from February 1, 2024, through January 31, 2026—\$65,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Jason Ruffing</p> | <p>Approve</p> | <p>OPR 2024-0065
RFP 5972-23</p> |
| <p>5. Special Counsel Contract Amendment with Keating, Bucklin & McCormack (Seattle, WA) for outside counsel services in the matter of the Estate of Jaramillo, v. City of Spokane—additional \$100,000. Total contract amount: \$150,000. (Council Sponsor: Council Member Cathcart)
Michael Piccolo</p> | <p>Approve</p> | <p>OPR 2022-0637</p> |

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|---|---|---|
| <p>6. Sub-recipient Grant Awards of ARPA funds to:</p> <p>a. The Native Project (Spokane) to serve as “last dollars” needed to complete construction of their youth behavioral health facility—\$1,000,000.</p> <p>b. The Northeast Community Center for renovation of the former Northeast Library Branch into a youth behavioral health facility—\$500,000.
(Council Sponsor: Council President Wilkerson)
Michelle Murray</p> | <p>Approve
All</p> | <p>OPR 2024-0066</p> <p>OPR 2024-0067</p> |
| <p>7. Contract Extension with Eccovia Solutions for the subscription to ClientTrack Software from December 1, 2023, to November 30, 2024—\$168,433.04 (plus tax). This software is the database that supports the City's Homeless Management Information System (HMIS). (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)
Richard Culton</p> | <p>Approve</p> | <p>OPR 2016-0959</p> |
| <p>8. CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations for contract term of three years (July 1, 2024 through June 30, 2027) and approval to allow CHHS to enter into contract agreements with the subrecipients—Total Award \$7,688,717. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)
Keri Cederquist</p> | <p>Approve</p> | <p>OPR 2024-0068</p> |
| <p>9. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2024-0002</p> |
| <p>10 City Council Meeting Minutes: _____, 2024.</p> | <p>Approve
All</p> | <p>CPR 2024-0013</p> |
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LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36488 carrying over from 2023 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled “An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, declaring a public emergency, and providing it shall take effect immediately upon passage” under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane, and declaring an emergency.

**(This action carries over budget authority for 2023 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance C36467, passed November 27, 2023.)
(Council Sponsors: Council Members Cathcart and Zappone)**

Jessica Stratton

Ordinance C36489 amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Management Information Systems (IT) fund

1) Increase revenue by \$77,000.

A) Of the increased revenue, \$77,000 is provided solely for receipt of award from State and Local Cybersecurity Grant Program.

2) Increase appropriation by \$77,000.

A) Of the increased appropriation, \$17,000 is provided solely for contractual services.

B) Of the increased appropriation, \$60,000 is provided solely for capitalized computers and microprocessing equipment.

(This action arises from the need to take receipt of the State and Local Cybersecurity Grant award and execute the award as intended.) (Council Sponsors: Council Members Bingle and Cathcart)

Michael Sloon

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36482** Relating to Short-Term Rental Occupancy Fee, amending SMC Section 8.02.090, adopting a new Section 8.02.091 of Chapter 08.02 of the Spokane Municipal Code; and declaring an emergency. (Deferred from January 29, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Spencer Gardner

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0007** Stating the Spokane City Council’s support for PROPOSITION NO. 1 entitled, “REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY,” and PROPOSITION NO. 2 entitled, “BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES” submitted by the Spokane School District No. 81 Board of Directors for the February 13, 2024 Special Election. (Deferred from January 22, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)
Council Member Zappone
- RES 2024-0008** Stating the Spokane City Council’s support for CITY OF SPOKANE MEASURE NO. 1 entitled, “LIBRARY OPERATIONS LEVY,” submitted by the Spokane City Council for the February 13, 2024 Special Election. (Deferred from January 22, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)
Council Member Zappone
- RES 2024-0016** Stating the Spokane City Council’s support for CITY OF SPOKANE MEASURE NO. 2, entitled “Amendment to the City Charter Regarding City Council Redistricting Process,” submitted by the Spokane City Council for the February 13, 2024, Special Election. (Council Sponsors: Council Members Zappone and Dillon)
Jeff Gunn
- RES 2024-0017** Adopting updated business registration rules to administer and enforce the City’s business licenses and registrations and carry out the provisions of Chapter 8.01 SMC. (Council Sponsors: Council Members Cathcart and Bingle)
Elizabeth Schoedel
- RES 2024-0018** Approving settlement of Karen Fischer—\$275,000. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Michael Piccolo
- RES 2024-0019** Approving settlement of claims of Larry and Lois Collins—\$135,000. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Michael Piccolo

ORD C36454 Relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050. (Deferred from December 4, 2023, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)
Tami Palmquist

FIRST READING ORDINANCES

ORD C36490 Relating to the executive and administrative organization of the City, and amending SMC section 3.01A.340. (Changing “Innovation and Technology Services” to “Information Technology.”) (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Michael Sloon

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

Motion to Approve Advance Agenda for February 5, 2024
(per Council Rule 2.1.2)

ADJOURNMENT

The February 5, 2024, Regular Legislative Session of the City Council is adjourned to February 12, 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:

Committee: PIES **Date:** 01/29/2024

Committee Agenda type: Consent

Date Rec'd	1/24/2024
Clerk's File #	OPR 2024-0062
Renews #	
Cross Ref #	

Council Meeting Date: 02/05/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2022064
Contact Name/Phone	DAN BULLER 625-6700	Bid #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	24
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Agenda Item Name	0370 – LOW BID AWARD – MARKET, MONROE, 29TH G&O (2022064) - INLAND		

Agenda Wording

Low Bid of Inland Asphalt Company of Spokane, WA for the Market, Monroe, 29th Grind and Overlays project in the amount of \$3,690,000.00. An administrative reserve of \$369,000.00, which is 10% of the contract price, will be set aside.

Summary (Background)

On January 17, 2024, bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$3,690,000.00, which is \$635,281.50 or 14.69% under the Engineer's Estimate; three other bids were received as follows: Shamrock Paving Inc. - \$3,765,000.00, Inland Infrastructure LLC - \$3,909,705.00, and Poe Asphalt Paving Inc. - \$4,631,026.00. (Various Neighborhood Councils)

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ 3,690,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Amount	Budget Account
Expense \$ 1,962,632.38	# 3200 95164 95300 56501 86118
Expense \$ 1,134,403.26	# 3200 95164 95300 56501 86118
Expense \$ 961,964.36	# 3200 95164 95300 56501 86118
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

jrhall@spokanecity.org

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	11-27-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Market/Monroe/29 th , 29 th /Washington/Monroe/Lincoln G&O Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This briefing paper is an update to a briefing paper for the above named projects which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. These two projects grind & overlay multiple arterials throughout the city as shown on the attached exhibits and includes ADA ramp replacement and full depth pavement repairs where needed. Total length of street between both projects is approx. 5.5 miles These projects are mostly fed funded (grant). These projects will be coordinated with various other area projects.
Proposed Council Action	None at this time. Following bid opening, we will bring construction contracts for both projects to council for approval. These projects are planned to advertise in November, 2023 and be constructed in the spring/summer/fall of 2024.
Fiscal Impact	
Total Cost: <u>Market/Monroe/29th – engineer’s est is approx. \$4.8M, 29th/Washington/Monroe/Lincoln engineer’s est. is approx. \$6.5M</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: Federal grant (majority) & arterial street fund (what isn’t covered by the grant)	
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?	
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?

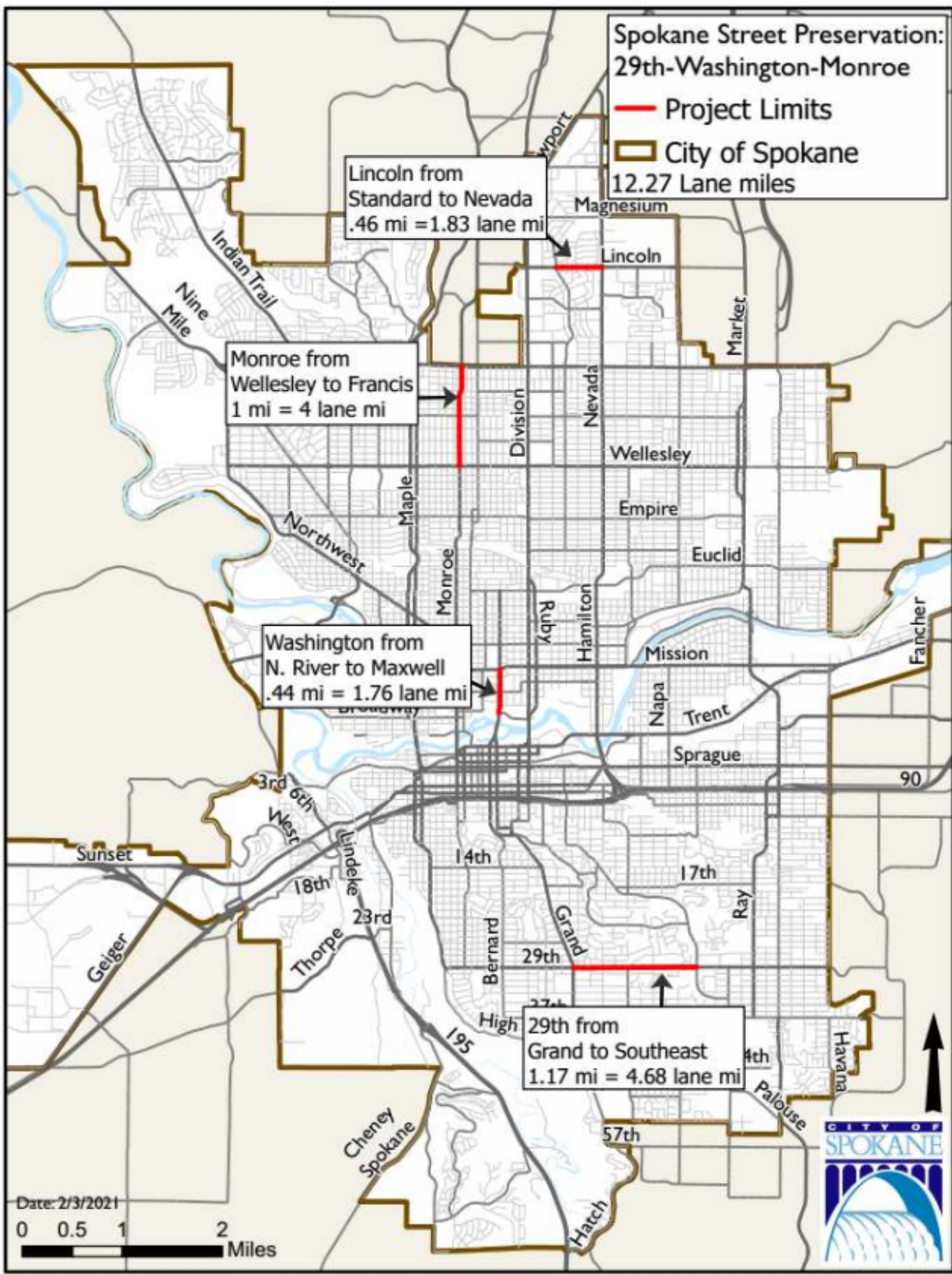
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

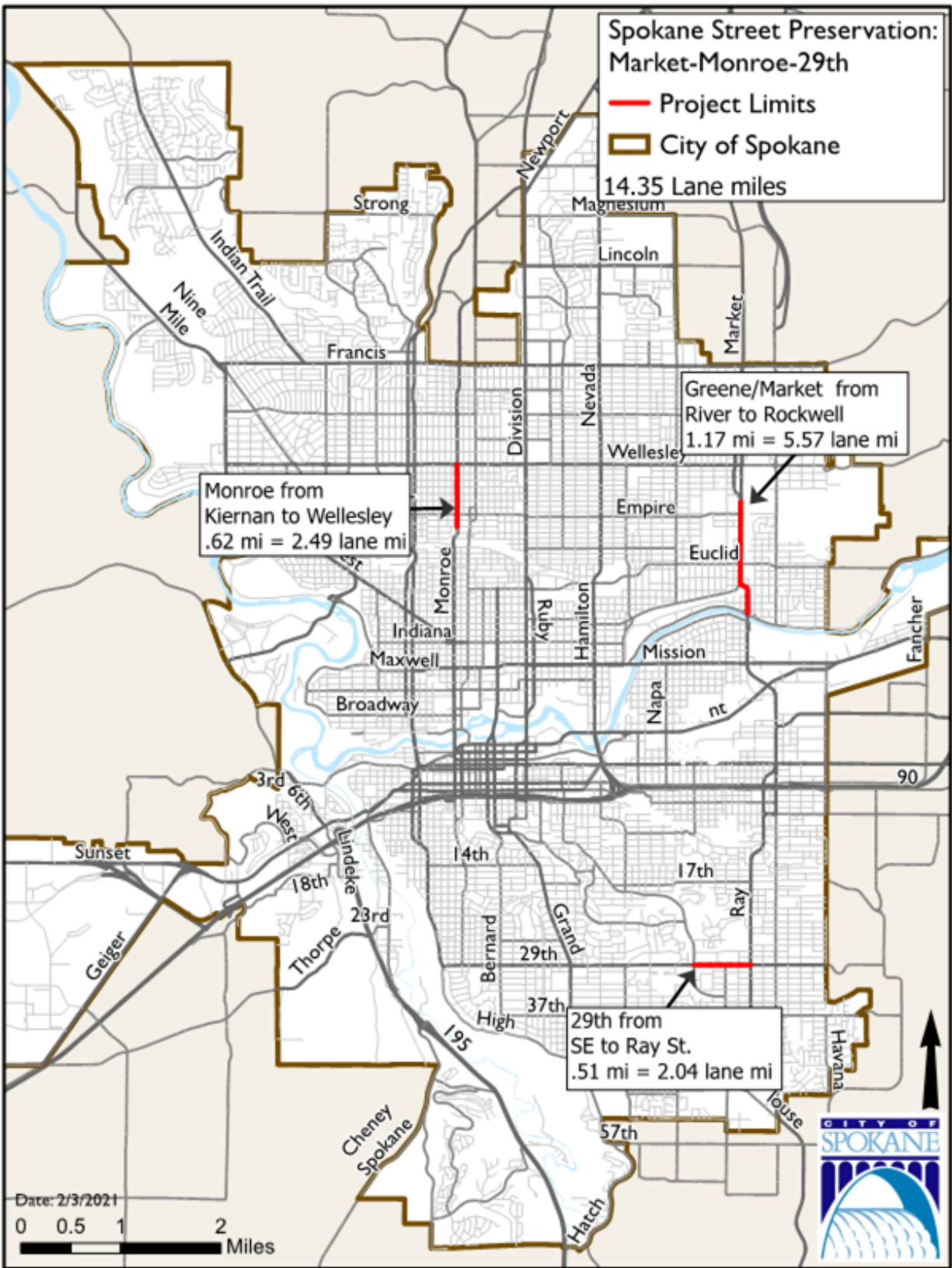
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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





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: 11/28/23

Type of expenditure: Construction

Goods Services

Department: Engineering Services

Approving Supervisor: Dan Buller

Amount of Proposed Expenditure: \$5,000,000 (engineer's estimate)

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

Funding Source Federal grant (\$4M), arterial street fund (remainder)

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

Why is this expenditure necessary now?

This expenditure is need now due to the condition of the roads and the availability of a large federal grant.

What are the impacts if expenses are deferred?

This roadway project is about 80% grant funded. Failure to construct this project now would mean a loss of grant funds.

What alternative resources have been considered?

This roadway project is about 80% grant funded. A higher level of grant funding could not be secured. There are no alternatives.

Description of the goods or service and any additional information?

Grind and overlay multiple arterials: Greene/Market - Spokane River to Rockwell, Monroe - Kiernan to Wellesley, 29th - Southeast Blvd to Ray

Person Submitting Form/Contact: Dan Buller

Division Director:

Marlene Faust

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Wallace
Garrett Wallace (Nov 28, 2023 09:08 PST)

Additional Comments:

Project name is G&O - Market, Monroe, 29th (2022064)











ECF for Signature - Market/Monroe/29th Grind and Overlays

Final Audit Report

2023-11-28

Created:	2023-11-28
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdIT3d4oBb9zzBOdkTqG8yFZD1tBxonYG

"ECF for Signature - Market/Monroe/29th Grind and Overlays" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)
2023-11-28 - 3:14:35 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-11-28 - 3:15:04 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-11-28 - 4:40:13 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-11-28 - 4:40:29 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-11-28 - 4:40:31 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-11-28 - 4:47:21 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-11-28 - 4:47:31 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-11-28 - 4:47:32 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-11-28 - 5:07:37 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-11-28 - 5:08:02 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-11-28 - 5:08:02 PM GMT



City of Spokane
PUBLIC WORKS CONTRACT
Title: **MARKET/MONROE/29TH
AVENUE GRIND AND OVERLAYS**

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

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MARKET/MONROE/29TH AVENUE GRIND AND OVERLAYS.**
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. 2022064 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 \$3,690,000.00, 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.

INLAND ASPHALT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

23-266

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$3,690,000.00)** 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 **MARKET/MONROE/29TH AVENUE GRIND AND OVERLAYS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$3,690,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARKET/MONROE/29TH AVENUE GRIND AND OVERLAYS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 18,000.00	\$ 18,000.00
2	TRAINING	400.00 HR	\$ 63.25	\$ 25,300.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 500.00	\$ 500.00
5	POTHOLING	9.00 EA	\$ 1,100.00	\$ 9,900.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 17,000.00	\$ 17,000.00
7	MOBILIZATION	1.00 LS	\$ 253,844.55	\$ 253,844.55
8	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 15,000.00	\$ 15,000.00
9	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 108,000.00	\$ 108,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 10,800.00	\$ 10,800.00
11	FLAGGERS	160.00 HR	\$ 77.25	\$ 12,360.00
12	OTHER TRAFFIC CONTROL LABOR	2,780.00 HR	\$ 80.00	\$ 222,400.00
13	CONSTRUCTION SIGNS CLASS A	3,108.00 SF	\$ 10.75	\$ 33,411.00

14	SEQUENTIAL ARROW SIGNS	2,160.00 HR	\$	2.15	\$	4,644.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	21,700.00	\$	21,700.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1.00 LS	\$	62,500.00	\$	62,500.00
17	SPECIAL SIGNS	580.00 SF	\$	16.10	\$	9,338.00
18	TYPE III BARRICADE	86.00 EA	\$	80.50	\$	6,923.00
19	CLEARING AND GRUBBING	1.00 LS	\$	17,200.00	\$	17,200.00
20	TREE ROOT TREATMENT	6.00 EA	\$	550.00	\$	3,300.00
21	TREE PROTECTION ZONE	20.00 EA	\$	84.25	\$	1,685.00
22	REMOVE TREE, CLASS II	1.00 EA	\$	1,825.00	\$	1,825.00
23	REMOVE TREE, CLASS III	1.00 EA	\$	2,600.00	\$	2,600.00
24	TREE PRUNING	49.00 EA	\$	168.50	\$	8,256.50
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	8,100.00	\$	8,100.00
26	REMOVE EXISTING CURB	2,900.00 LF	\$	13.95	\$	40,455.00
27	REMOVE EXISTING CURB AND GUTTER	381.00 LF	\$	16.10	\$	6,134.10
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,420.00 SY	\$	21.50	\$	30,530.00
29	REMOVE CURB/GRATE INLET	1.00 EA	\$	805.00	\$	805.00

30	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	464.00 LF	\$	32.20	\$	14,940.80
31	SAWCUTTING CURB	134.00 EA	\$	45.60	\$	6,110.40
32	SAWCUTTING RIGID PAVEMENT	3,720.00 LFI	\$	1.05	\$	3,906.00
33	SAWCUTTING FLEXIBLE PAVEMENT	24,372.00 LFI	\$	0.40	\$	9,748.80
34	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00 EA	\$	1,600.00	\$	1,600.00
35	REMOVE UNSUITABLE FOUNDATION MATERIAL	150.00 CY	\$	59.00	\$	8,850.00
36	REPLACE UNSUITABLE FOUNDATION MATERIAL	150.00 CY	\$	69.75	\$	10,462.50
37	VACATED	0.00 VACATED	\$	0.00	\$	0.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	100.00 CY	\$	380.00	\$	38,000.00
39	CRACK SEALING, 1 INCH TO 3 INCH	7,473.00 LF	\$	3.25	\$	24,287.25
40	CRACK SEALING, 3 INCH TO 6 INCH	300.00 LF	\$	19.55	\$	5,865.00
41	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	74,733.00 SY	\$	11.00	\$	822,063.00
42	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2,137.00 TON	\$	100.10	\$	213,913.70
43	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	30.00 TON	\$	399.00	\$	11,970.00
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	38.00 SY	\$	42.50	\$	1,615.00

45	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 3 INCH THICK	59.00 SY	\$	34.00	\$	2,006.00
46	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	793.00 SY	\$	46.50	\$	36,874.50
47	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	186.00 SY	\$	62.25	\$	11,578.50
48	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	112.00 SY	\$	86.00	\$	9,632.00
49	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,471.00 SY	\$	50.75	\$	74,653.25
50	PLANING BITUMINOUS PAVEMENT	74,733.00 SY	\$	3.35	\$	250,355.55
51	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
52	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	44,840.00	\$	44,840.00
53	PRE & POST CONSTRUCTION CONDITION SURVEY	1.00 LS	\$	4,000.00	\$	4,000.00
54	CEMENT CONCRETE PAVEMENT 7 IN. THICK	125.00 SY	\$	150.00	\$	18,750.00
55	CEMENT CONCRETE CURB WALL	73.00 LF	\$	125.00	\$	9,125.00
56	STORM SEWER PIPE 12 IN. DIA.	15.00 LF	\$	134.00	\$	2,010.00
57	MANHOLE - 48 IN.	1.00 EA	\$	5,150.00	\$	5,150.00
58	CATCH BASIN TYPE 0	7.00 EA	\$	4,150.00	\$	29,050.00
59	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	5.00 EA	\$	3,450.00	\$	17,250.00
60	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	19.00 EA	\$	1,400.00	\$	26,600.00

61	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	51.00 EA	\$	1,400.00	\$	71,400.00
62	MH OR DW FRAME AND COVER (STANDARD)	5.00 EA	\$	1,300.00	\$	6,500.00
63	MH OR DW FRAME AND COVER (LOCKABLE)	87.00 EA	\$	1,400.00	\$	121,800.00
64	VALVE BOX AND COVER	71.00 EA	\$	912.00	\$	64,752.00
65	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	17.00 EA	\$	1,300.00	\$	22,100.00
66	MANHOLE TEST	1.00 EA	\$	1,500.00	\$	1,500.00
67	CLEANING EXISTING DRAINAGE STRUCTURE	6.00 EA	\$	270.00	\$	1,620.00
68	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10.00 CY	\$	190.00	\$	1,900.00
69	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	150.00 CY	\$	43.00	\$	6,450.00
70	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	150.00 CY	\$	50.50	\$	7,575.00
71	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,600.00	\$	5,600.00
72	CATCH BASIN SEWER PIPE 8 IN. DIA.	801.00 LF	\$	86.00	\$	68,886.00
73	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	4,850.00	\$	4,850.00
74	ESC LEAD	1.00 LS	\$	2,100.00	\$	2,100.00
75	INLET PROTECTION	78.00 EA	\$	110.00	\$	8,580.00

76	STREET CLEANING	24.00 HR	\$	236.00	\$	5,664.00
77	TOPSOIL TYPE A, 2 INCH THICK	201.00 SY	\$	43.00	\$	8,643.00
78	BARK OR WOOD CHIP MULCH	4.00 CY	\$	45.60	\$	182.40
79	ROCK MULCH	7.00 CY	\$	50.50	\$	353.50
80	SOD INSTALLATION	201.00 SY	\$	6.50	\$	1,306.50
81	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	3,200.00	\$	3,200.00
82	CEMENT CONCRETE CURB	2,327.00 LF	\$	44.00	\$	102,388.00
83	CEMENT CONCRETE CURB AND GUTTER	381.00 LF	\$	56.00	\$	21,336.00
84	CEMENT CONCRETE DRIVEWAY	35.00 SY	\$	75.00	\$	2,625.00
85	CHANNELIZING DEVICES - TYPE 4	5.00 EA	\$	230.00	\$	1,150.00
86	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,000.00	\$	4,000.00
87	REFERENCE AND REESTABLISH SURVEY MONUMENT	14.00 EA	\$	710.00	\$	9,940.00
88	ADJUST MONUMENT FRAME AND COVER	6.00 EA	\$	1,000.00	\$	6,000.00
89	CEMENT CONCRETE SIDEWALK	1,156.00 SY	\$	139.50	\$	161,262.00
90	RAMP DETECTABLE WARNING	504.00 SF	\$	37.50	\$	18,900.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, GARLAND AND MONROE	1.00 LS	\$	72,000.00	\$	72,000.00

92	TRAFFIC SIGNAL SYSTEM RETROFIT, 29TH AND REGAL	1.00 LS	\$	21,000.00	\$	21,000.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	40,000.00	\$	40,000.00
94	PAVEMENT MARKING - DURABLE HEAT APPLIED	8,816.00 SF	\$	12.20	\$	107,555.20
95	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	16.00 EA	\$	156.00	\$	2,496.00
96	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	26,800.00	\$	26,800.00
97	CONCRETE TRAFFIC ISLAND 12 IN. WIDE	286.00 LF	\$	34.50	\$	9,867.00
Schedule A-1 Subtotal						\$ <u>3,690,000.00</u>
Summary of Bid Items						Bid Total \$ <u>3,690,000.00</u>

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

Project Number 2022064

Project Description Market/Monroe/29th Grind & Overlays

Original Date

1/16/2024 2:29:00 PM

Project Number: 2022064			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	20,100.00	20,100.00	18,000.00	\$18,000.00	10,000.00	\$10,000.00	2,800.00	\$2,800.00
2	TRAINING	400 HR	70.00	28,000.00	63.25	\$25,300.00	66.00	\$26,400.00	10.50	\$4,200.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPPC PLAN	1 LS	3,000.00	3,000.00	500.00	\$500.00	1,000.00	\$1,000.00	5,000.00	\$5,000.00
5	POTHOLING	9 EA	700.00	6,300.00	1,100.00	\$9,900.00	500.00	\$4,500.00	620.00	\$5,580.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	38,400.00	38,400.00	17,000.00	\$17,000.00	25,000.00	\$25,000.00	15,500.00	\$15,500.00
7	MOBILIZATION	1 LS	425,500.00	425,500.00	253,844.55	\$253,844.55	270,000.00	\$270,000.00	324,180.55	\$324,180.55
8	WORK ZONE SAFETY CONTINGENCY	1 FA	15,000.00	15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00
9	TRAFFIC CONTROL SUPERVISOR	1 LS	215,000.00	215,000.00	108,000.00	\$108,000.00	105,000.00	\$105,000.00	155,000.00	\$155,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	10,800.00	\$10,800.00	10,500.00	\$10,500.00	11,250.00	\$11,250.00
11	FLAGGERS	160 HR	160.00	25,600.00	77.25	\$12,360.00	75.00	\$12,000.00	80.00	\$12,800.00
12	OTHER TRAFFIC CONTROL LABOR	2780 HR	120.00	333,600.00	80.00	\$222,400.00	75.00	\$208,500.00	82.00	\$227,960.00
13	CONSTRUCTION SIGNS CLASS A	3108 SF	12.00	37,296.00	10.75	\$33,411.00	10.00	\$31,080.00	11.00	\$34,188.00
14	SEQUENTIAL ARROW SIGNS	2160 HR	8.00	17,280.00	2.15	\$4,644.00	2.25	\$4,860.00	2.25	\$4,860.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	21,700.00	\$21,700.00	52,000.00	\$52,000.00	21,000.00	\$21,000.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	50,000.00	50,000.00	62,500.00	\$62,500.00	62,000.00	\$62,000.00	65,000.00	\$65,000.00
17	SPECIAL SIGNS	580 SF	25.00	14,500.00	16.10	\$9,338.00	16.00	\$9,280.00	16.50	\$9,570.00
18	TYPE III BARRICADE	86 EA	150.00	12,900.00	80.50	\$6,923.00	79.00	\$6,794.00	80.00	\$6,880.00
19	CLEARING AND GRUBBING	1 LS	36,600.00	36,600.00	17,200.00	\$17,200.00	11,000.00	\$11,000.00	4,550.00	\$4,550.00
20	TREE ROOT TREATMENT	6 EA	720.00	4,320.00	550.00	\$3,300.00	535.00	\$3,210.00	575.00	\$3,450.00
21	TREE PROTECTION ZONE	20 EA	290.00	5,800.00	84.25	\$1,685.00	85.00	\$1,700.00	90.00	\$1,800.00
22	REMOVE TREE, CLASS II	1 EA	1,450.00	1,450.00	1,825.00	\$1,825.00	1,800.00	\$1,800.00	1,905.00	\$1,905.00
23	REMOVE TREE, CLASS III	1 EA	3,200.00	3,200.00	2,600.00	\$2,600.00	2,500.00	\$2,500.00	2,700.00	\$2,700.00
24	TREE PRUNING	49 EA	325.00	15,925.00	168.50	\$8,256.50	165.00	\$8,085.00	180.00	\$8,820.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	33,000.00	33,000.00	8,100.00	\$8,100.00	14,000.00	\$14,000.00	8,225.00	\$8,225.00
26	REMOVE EXISTING CURB	2900 LF	12.00	34,800.00	13.95	\$40,455.00	13.00	\$37,700.00	11.00	\$31,900.00
27	REMOVE EXISTING CURB AND GUTTER	381 LF	13.00	4,953.00	16.10	\$6,134.10	19.00	\$7,239.00	11.00	\$4,191.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1420 SY	22.00	31,240.00	21.50	\$30,530.00	23.00	\$32,660.00	22.00	\$31,240.00
29	REMOVE CURB/GRATE INLET	1 EA	800.00	800.00	805.00	\$805.00	1,000.00	\$1,000.00	825.00	\$825.00

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

Project Number: 2022064			Engineer's Estimate		POE ASPHALT 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	ADA FEATURES SURVEYING	1 LS	20,100.00	20,100.00	10,500.00	\$10,500.00
2	TRAINING	400 HR	70.00	28,000.00	114.00	\$45,600.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
4	SPPC PLAN	1 LS	3,000.00	3,000.00	2,500.00	\$2,500.00
5	POTHOLING	9 EA	700.00	6,300.00	1,250.00	\$11,250.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	38,400.00	38,400.00	40,000.00	\$40,000.00
7	MOBILIZATION	1 LS	425,500.00	425,500.00	275,000.00	\$275,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	15,000.00	15,000.00	15,000.00	\$15,000.00
9	TRAFFIC CONTROL SUPERVISOR	1 LS	215,000.00	215,000.00	125,000.00	\$125,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	15,000.00	\$15,000.00
11	FLAGGERS	160 HR	160.00	25,600.00	90.00	\$14,400.00
12	OTHER TRAFFIC CONTROL LABOR	2780 HR	120.00	333,600.00	93.00	\$258,540.00
13	CONSTRUCTION SIGNS CLASS A	3108 SF	12.00	37,296.00	13.00	\$40,404.00
14	SEQUENTIAL ARROW SIGNS	2160 HR	8.00	17,280.00	3.00	\$6,480.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	65,000.00	\$65,000.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	50,000.00	50,000.00	75,000.00	\$75,000.00
17	SPECIAL SIGNS	580 SF	25.00	14,500.00	20.00	\$11,600.00
18	TYPE III BARRICADE	86 EA	150.00	12,900.00	95.00	\$8,170.00
19	CLEARING AND GRUBBING	1 LS	36,600.00	36,600.00	20,000.00	\$20,000.00
20	TREE ROOT TREATMENT	6 EA	720.00	4,320.00	950.00	\$5,700.00
21	TREE PROTECTION ZONE	20 EA	290.00	5,800.00	350.00	\$7,000.00
22	REMOVE TREE, CLASS II	1 EA	1,450.00	1,450.00	2,500.00	\$2,500.00
23	REMOVE TREE, CLASS III	1 EA	3,200.00	3,200.00	4,000.00	\$4,000.00
24	TREE PRUNING	49 EA	325.00	15,925.00	370.00	\$18,130.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	33,000.00	33,000.00	9,500.00	\$9,500.00
26	REMOVE EXISTING CURB	2900 LF	12.00	34,800.00	17.00	\$49,300.00
27	REMOVE EXISTING CURB AND GUTTER	381 LF	13.00	4,953.00	19.00	\$7,239.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1420 SY	22.00	31,240.00	25.00	\$35,500.00
29	REMOVE CURB/GRATE INLET	1 EA	800.00	800.00	950.00	\$950.00

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	464 LF	11.00	5,104.00	32.20	\$14,940.80	6.00	\$2,784.00	11.00	\$5,104.00
31	SAWCUTTING CURB	134 EA	36.00	4,824.00	45.60	\$6,110.40	35.00	\$4,690.00	30.00	\$4,020.00
32	SAWCUTTING RIGID PAVEMENT	3720 LFI	1.80	6,696.00	1.05	\$3,906.00	0.80	\$2,976.00	1.00	\$3,720.00
33	SAWCUTTING FLEXIBLE PAVEMENT	24372 LFI	1.20	29,246.40	0.40	\$9,748.80	0.50	\$12,186.00	0.50	\$12,186.00
34	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	800.00	800.00	1,600.00	\$1,600.00	2,400.00	\$2,400.00	1,375.00	\$1,375.00
35	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	45.00	6,750.00	59.00	\$8,850.00	50.00	\$7,500.00	50.00	\$7,500.00
36	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	50.00	7,500.00	69.75	\$10,462.50	79.00	\$11,850.00	50.00	\$7,500.00
37	VACATED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	100 CY	165.00	16,500.00	380.00	\$38,000.00	300.00	\$30,000.00	200.00	\$20,000.00
39	CRACK SEALING, 1 INCH TO 3 INCH	7473 LF	2.70	20,177.10	3.25	\$24,287.25	4.00	\$29,892.00	3.00	\$22,419.00
40	CRACK SEALING, 3 INCH TO 6 INCH	300 LF	11.00	3,300.00	19.55	\$5,865.00	19.00	\$5,700.00	23.00	\$6,900.00
41	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	74733 SY	12.00	896,796.00	11.00	\$822,063.00	11.00	\$822,063.00	12.00	\$896,796.00
42	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2137 TON	120.00	256,440.00	100.10	\$213,913.70	105.00	\$224,385.00	113.00	\$241,481.00
43	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	30 TON	575.00	17,250.00	399.00	\$11,970.00	300.00	\$9,000.00	460.00	\$13,800.00
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	38 SY	29.00	1,102.00	42.50	\$1,615.00	58.00	\$2,204.00	50.00	\$1,900.00
45	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 3 INCH THICK	59 SY	39.00	2,301.00	34.00	\$2,006.00	75.00	\$4,425.00	40.00	\$2,360.00
46	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	793 SY	48.00	38,064.00	46.50	\$36,874.50	41.00	\$32,513.00	53.00	\$42,029.00
47	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	186 SY	58.00	10,788.00	62.25	\$11,578.50	88.00	\$16,368.00	70.00	\$13,020.00
48	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	112 SY	106.00	11,872.00	86.00	\$9,632.00	125.00	\$14,000.00	98.00	\$10,976.00
49	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1471 SY	39.00	57,369.00	50.75	\$74,653.25	57.00	\$83,847.00	50.00	\$73,550.00
50	PLANING BITUMINOUS PAVEMENT	74733 SY	5.00	373,665.00	3.35	\$250,355.55	3.50	\$261,565.50	3.65	\$272,775.45
51	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
52	COMPACTION PRICE ADJUSTMENT	1 EST	1.00	44,840.00	44,840.00	\$44,840.00	44,840.00	\$44,840.00	44,840.00	\$44,840.00
53	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	24,000.00	24,000.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	3,925.00	\$3,925.00
54	CEMENT CONCRETE PAVEMENT 7 IN. THICK	125 SY	255.00	31,875.00	150.00	\$18,750.00	162.00	\$20,250.00	170.00	\$21,250.00
55	CEMENT CONCRETE CURB WALL	73 LF	90.00	6,570.00	125.00	\$9,125.00	115.00	\$8,395.00	110.00	\$8,030.00

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	464 LF	11.00	5,104.00	40.00	\$18,560.00
31	SAWCUTTING CURB	134 EA	36.00	4,824.00	50.00	\$6,700.00
32	SAWCUTTING RIGID PAVEMENT	3720 LFI	1.80	6,696.00	2.00	\$7,440.00
33	SAWCUTTING FLEXIBLE PAVEMENT	24372 LFI	1.20	29,246.40	1.00	\$24,372.00
34	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	800.00	800.00	1,900.00	\$1,900.00
35	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	45.00	6,750.00	70.00	\$10,500.00
36	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	50.00	7,500.00	80.00	\$12,000.00
37	VACATED	0 VACATED	0.00	0.00	0.00	\$0.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	100 CY	165.00	16,500.00	495.00	\$49,500.00
39	CRACK SEALING, 1 INCH TO 3 INCH	7473 LF	2.70	20,177.10	4.00	\$29,892.00
40	CRACK SEALING, 3 INCH TO 6 INCH	300 LF	11.00	3,300.00	23.00	\$6,900.00
41	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	74733 SY	12.00	896,796.00	14.00	\$1,046,262.00
42	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2137 TON	120.00	256,440.00	130.00	\$277,810.00
43	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	30 TON	575.00	17,250.00	300.00	\$9,000.00
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	38 SY	29.00	1,102.00	275.00	\$10,450.00
45	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 3 INCH THICK	59 SY	39.00	2,301.00	180.00	\$10,620.00
46	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	793 SY	48.00	38,064.00	65.00	\$51,545.00
47	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	186 SY	58.00	10,788.00	105.00	\$19,530.00
48	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	112 SY	106.00	11,872.00	175.00	\$19,600.00
49	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1471 SY	39.00	57,369.00	56.00	\$82,376.00
50	PLANING BITUMINOUS PAVEMENT	74733 SY	5.00	373,665.00	4.00	\$298,932.00
51	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
52	COMPACTION PRICE ADJUSTMENT	1 EST	1.00	44,840.00	44,840.00	\$44,840.00
53	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	24,000.00	24,000.00	19,000.00	\$19,000.00
54	CEMENT CONCRETE PAVEMENT 7 IN. THICK	125 SY	255.00	31,875.00	225.00	\$28,125.00
55	CEMENT CONCRETE CURB WALL	73 LF	90.00	6,570.00	78.00	\$5,694.00

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
56	STORM SEWER PIPE 12 IN. DIA.	15 LF	110.00	1,650.00	134.00	\$2,010.00	220.00	\$3,300.00	165.00	\$2,475.00
57	MANHOLE - 48 IN.	1 EA	3,700.00	3,700.00	5,150.00	\$5,150.00	7,900.00	\$7,900.00	5,025.00	\$5,025.00
58	CATCH BASIN TYPE 0	7 EA	2,600.00	18,200.00	4,150.00	\$29,050.00	5,600.00	\$39,200.00	3,075.00	\$21,525.00
59	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	5 EA	2,000.00	10,000.00	3,450.00	\$17,250.00	1,475.00	\$7,375.00	2,875.00	\$14,375.00
60	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	19 EA	1,100.00	20,900.00	1,400.00	\$26,600.00	1,250.00	\$23,750.00	1,110.00	\$21,090.00
61	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	51 EA	1,100.00	56,100.00	1,400.00	\$71,400.00	1,250.00	\$63,750.00	1,125.00	\$57,375.00
62	MH OR DW FRAME AND COVER (STANDARD)	5 EA	820.00	4,100.00	1,300.00	\$6,500.00	1,250.00	\$6,250.00	1,500.00	\$7,500.00
63	MH OR DW FRAME AND COVER (LOCKABLE)	87 EA	1,200.00	104,400.00	1,400.00	\$121,800.00	1,300.00	\$113,100.00	1,525.00	\$132,675.00
64	VALVE BOX AND COVER	71 EA	625.00	44,375.00	912.00	\$64,752.00	950.00	\$67,450.00	1,100.00	\$78,100.00
65	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	17 EA	780.00	13,260.00	1,300.00	\$22,100.00	2,000.00	\$34,000.00	820.00	\$13,940.00
66	MANHOLE TEST	1 EA	900.00	900.00	1,500.00	\$1,500.00	2,800.00	\$2,800.00	1,750.00	\$1,750.00
67	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	490.00	2,940.00	270.00	\$1,620.00	500.00	\$3,000.00	495.00	\$2,970.00
68	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10 CY	165.00	1,650.00	190.00	\$1,900.00	345.00	\$3,450.00	200.00	\$2,000.00
69	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	70.00	10,500.00	43.00	\$6,450.00	50.00	\$7,500.00	50.00	\$7,500.00
70	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	80.00	12,000.00	50.50	\$7,575.00	38.00	\$5,700.00	50.00	\$7,500.00
71	TRENCH SAFETY SYSTEM	1 LS	10,800.00	10,800.00	5,600.00	\$5,600.00	12,500.00	\$12,500.00	11,500.00	\$11,500.00
72	CATCH BASIN SEWER PIPE 8 IN. DIA.	801 LF	100.00	80,100.00	86.00	\$68,886.00	130.00	\$104,130.00	90.00	\$72,090.00
73	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	25,500.00	25,500.00	4,850.00	\$4,850.00	6,500.00	\$6,500.00	4,950.00	\$4,950.00
74	ESC LEAD	1 LS	6,300.00	6,300.00	2,100.00	\$2,100.00	1,000.00	\$1,000.00	14,150.00	\$14,150.00
75	INLET PROTECTION	78 EA	125.00	9,750.00	110.00	\$8,580.00	105.00	\$8,190.00	80.00	\$6,240.00
76	STREET CLEANING	24 HR	210.00	5,040.00	236.00	\$5,664.00	250.00	\$6,000.00	310.00	\$7,440.00
77	TOPSOIL TYPE A, 2 INCH THICK	201 SY	15.00	3,015.00	43.00	\$8,643.00	43.00	\$8,643.00	45.00	\$9,045.00
78	BARK OR WOOD CHIP MULCH	4 CY	195.00	780.00	45.60	\$182.40	50.00	\$200.00	45.00	\$180.00
79	ROCK MULCH	7 CY	110.00	770.00	50.50	\$353.50	50.00	\$350.00	50.00	\$350.00
80	SOD INSTALLATION	201 SY	24.00	4,824.00	6.50	\$1,306.50	7.00	\$1,407.00	7.00	\$1,407.00
81	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,200.00	25,200.00	3,200.00	\$3,200.00	3,500.00	\$3,500.00	3,500.00	\$3,500.00
82	CEMENT CONCRETE CURB	2327 LF	40.00	93,080.00	44.00	\$102,388.00	40.00	\$93,080.00	45.00	\$104,715.00
83	CEMENT CONCRETE CURB AND GUTTER	381 LF	45.00	17,145.00	56.00	\$21,336.00	59.00	\$22,479.00	55.00	\$20,955.00
84	CEMENT CONCRETE DRIVEWAY	35 SY	67.00	2,345.00	75.00	\$2,625.00	73.00	\$2,555.00	90.00	\$3,150.00

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
56	STORM SEWER PIPE 12 IN. DIA.	15 LF	110.00	1,650.00	160.00	\$2,400.00
57	MANHOLE - 48 IN.	1 EA	3,700.00	3,700.00	6,000.00	\$6,000.00
58	CATCH BASIN TYPE 0	7 EA	2,600.00	18,200.00	5,000.00	\$35,000.00
59	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	5 EA	2,000.00	10,000.00	4,000.00	\$20,000.00
60	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	19 EA	1,100.00	20,900.00	1,700.00	\$32,300.00
61	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	51 EA	1,100.00	56,100.00	1,700.00	\$86,700.00
62	MH OR DW FRAME AND COVER (STANDARD)	5 EA	820.00	4,100.00	1,500.00	\$7,500.00
63	MH OR DW FRAME AND COVER (LOCKABLE)	87 EA	1,200.00	104,400.00	1,700.00	\$147,900.00
64	VALVE BOX AND COVER	71 EA	625.00	44,375.00	1,100.00	\$78,100.00
65	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	17 EA	780.00	13,260.00	1,500.00	\$25,500.00
66	MANHOLE TEST	1 EA	900.00	900.00	2,000.00	\$2,000.00
67	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	490.00	2,940.00	500.00	\$3,000.00
68	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10 CY	165.00	1,650.00	220.00	\$2,200.00
69	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	70.00	10,500.00	50.00	\$7,500.00
70	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	80.00	12,000.00	60.00	\$9,000.00
71	TRENCH SAFETY SYSTEM	1 LS	10,800.00	10,800.00	6,500.00	\$6,500.00
72	CATCH BASIN SEWER PIPE 8 IN. DIA.	801 LF	100.00	80,100.00	100.00	\$80,100.00
73	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	25,500.00	25,500.00	5,750.00	\$5,750.00
74	ESC LEAD	1 LS	6,300.00	6,300.00	23,000.00	\$23,000.00
75	INLET PROTECTION	78 EA	125.00	9,750.00	125.00	\$9,750.00
76	STREET CLEANING	24 HR	210.00	5,040.00	645.00	\$15,480.00
77	TOPSOIL TYPE A, 2 INCH THICK	201 SY	15.00	3,015.00	15.00	\$3,015.00
78	BARK OR WOOD CHIP MULCH	4 CY	195.00	780.00	140.00	\$560.00
79	ROCK MULCH	7 CY	110.00	770.00	190.00	\$1,330.00
80	SOD INSTALLATION	201 SY	24.00	4,824.00	35.00	\$7,035.00
81	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,200.00	25,200.00	34,000.00	\$34,000.00
82	CEMENT CONCRETE CURB	2327 LF	40.00	93,080.00	49.00	\$114,023.00
83	CEMENT CONCRETE CURB AND GUTTER	381 LF	45.00	17,145.00	90.00	\$34,290.00
84	CEMENT CONCRETE DRIVEWAY	35 SY	67.00	2,345.00	138.00	\$4,830.00

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
85	CHANNELIZING DEVICES - TYPE 4	5 EA	400.00	2,000.00	230.00	\$1,150.00	230.00	\$1,150.00	240.00	\$1,200.00
86	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	24,000.00	24,000.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	7,850.00	\$7,850.00
87	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	830.00	11,620.00	710.00	\$9,940.00	340.00	\$4,760.00	550.00	\$7,700.00
88	ADJUST MONUMENT FRAME AND COVER	6 EA	500.00	3,000.00	1,000.00	\$6,000.00	630.00	\$3,780.00	625.00	\$3,750.00
89	CEMENT CONCRETE SIDEWALK	1156 SY	80.00	92,480.00	139.50	\$161,262.00	135.00	\$156,060.00	160.00	\$184,960.00
90	RAMP DETECTABLE WARNING	504 SF	26.00	13,104.00	37.50	\$18,900.00	36.00	\$18,144.00	40.00	\$20,160.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, GARLAND AND MONROE	1 LS	50,000.00	50,000.00	72,000.00	\$72,000.00	78,000.00	\$78,000.00	85,000.00	\$85,000.00
92	TRAFFIC SIGNAL SYSTEM RETROFIT, 29TH AND REGAL	1 LS	15,000.00	15,000.00	21,000.00	\$21,000.00	22,000.00	\$22,000.00	22,000.00	\$22,000.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	37,000.00	37,000.00	40,000.00	\$40,000.00	40,000.00	\$40,000.00	40,000.00	\$40,000.00
94	PAVEMENT MARKING - DURABLE HEAT APPLIED	8816 SF	15.00	132,240.00	12.20	\$107,555.20	12.00	\$105,792.00	12.00	\$105,792.00
95	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	400.00	6,400.00	156.00	\$2,496.00	150.00	\$2,400.00	155.00	\$2,480.00
96	TEMPORARY PAVEMENT MARKING	1 LS	15,000.00	15,000.00	26,800.00	\$26,800.00	25,201.50	\$25,201.50	25,500.00	\$25,500.00
97	CONCRETE TRAFFIC ISLAND 12 IN. WIDE	286 LF	20.00	5,720.00	34.50	\$9,867.00	42.00	\$12,012.00	35.00	\$10,010.00
Bid Total			\$4,325,281.50		\$3,690,000.00		\$3,765,000.00		\$3,909,705.00	

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

<i>Project Number: 2022064</i>			<i>Engineer's Estimate</i>		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
85	CHANNELIZING DEVICES - TYPE 4	5 EA	400.00	2,000.00	270.00	\$1,350.00
86	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	24,000.00	24,000.00	8,800.00	\$8,800.00
87	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	830.00	11,620.00	1,500.00	\$21,000.00
88	ADJUST MONUMENT FRAME AND COVER	6 EA	500.00	3,000.00	1,200.00	\$7,200.00
89	CEMENT CONCRETE SIDEWALK	1156 SY	80.00	92,480.00	138.00	\$159,528.00
90	RAMP DETECTABLE WARNING	504 SF	26.00	13,104.00	38.00	\$19,152.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, GARLAND AND MONROE	1 LS	50,000.00	50,000.00	84,000.00	\$84,000.00
92	TRAFFIC SIGNAL SYSTEM RETROFIT, 29TH AND REGAL	1 LS	15,000.00	15,000.00	25,000.00	\$25,000.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	37,000.00	37,000.00	47,000.00	\$47,000.00
94	PAVEMENT MARKING - DURABLE HEAT APPLIED	8816 SF	15.00	132,240.00	15.00	\$132,240.00
95	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	400.00	6,400.00	180.00	\$2,880.00
96	TEMPORARY PAVEMENT MARKING	1 LS	15,000.00	15,000.00	31,000.00	\$31,000.00
97	CONCRETE TRAFFIC ISLAND 12 IN. WIDE	286 LF	20.00	5,720.00	57.00	\$16,302.00
Bid Total			\$4,325,281.50		\$4,631,026.00	

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	4,325,281.50	0.00	0.00	0.00	4,325,281.50
INLAND ASPHALT COMPANY (Submitted)	3,690,000.00	0.00	0.00	0.00	3,690,000.00
SHAMROCK PAVING INC (Submitted)	3,765,000.00	0.00	0.00	0.00	3,765,000.00
INLAND INFRASTRUCTURE LLC (Submitted)	3,909,705.00	0.00	0.00	0.00	3,909,705.00
POE ASPHALT PAVING INC (Submitted)	4,631,026.00	0.00	0.00	0.00	4,631,026.00

Low Bid Contractor: INLAND ASPHALT COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	3,690,000.00	4,325,281.50	14.69% Under 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>	3,690,000.00	4,325,281.50	14.69% Under Estimate

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/24/2024

Clerk's File #

OPR 2024-0063

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

FACILITIES MANAGEMENT

Project #**Contact Name/Phone**

DAVE STEELE 6064

Bid #

RFQU 5971-23

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Requisition #

PENDING

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES POLICE ACADEMY EXPANSION - A&E DESIGN CONTRACT

Agenda Wording

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200) funds must be used by 07/01/2025 at the Police Academy.

Summary (Background)

In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classrooms and office space at the Police Academy. This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 245,700

Current Year Cost \$ 245,700

Subsequent Year(s) Cost \$ 0

Narrative

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request that must be used by 7/1/2025.

Amount**Budget Account**

Expense \$ 245,700.00

3160-11460-94000-56501-68413

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	WALLACE, TONYA
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

aminden@designwestpa.com	dstele@spokanecity.org
kbustos@spokanecity.org	klong@spokanecity.org
jmacconnell@spokanepolice.org	laga@spokanecity.org
kschmitt@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	1/22/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteele@spokanecity.org 509.625.6064
Council Sponsor(s)	Councilmembers Zappone & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Academy Expansion – A&E Design Contract with Design West Architects
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025 at the Police Academy. In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classroom and office space.</p> <p>This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$246,000</u></p> <p> Current year cost: \$246,000</p> <p> Subsequent year(s) cost: NA</p> <p>Narrative: The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? NA</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts:</p> <p>This project supports the vision of the Spokane Police Academy as a regional training center, failure to complete the project will significantly impact that role and risk the loss of the grant dollars associated.</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Community policing directly effects a wide variety of excluded communities, providing additional regional training opportunities and space will allow for greater regional training levels on a wide variety of policing techniques.</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?

NA

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

Data on the use, scheduling, and general class load is commonly tracked to provide feedback on the ability of the new site to meet the needs of the various training programs at the Academy.

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?

Continuing to invest in existing City facilities related to public safety directly supports the Comprehensive Plan.

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: 9/25/23

Type of expenditure:

Goods

Services

Department: Police

Approving Supervisor: Craig Meidl

Amount of Proposed Expenditure: \$175,000

Is this against a master agreement? If yes, please provide the number: NO

Funding Source State Legislature disbursement through Dept. of Commerce

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

Why is this expenditure necessary now?

The City of Spokane through the Police Department received this grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025; the design phase of the work needs to be completed prior to procuring the construction portion of

What are the impacts if expenses are deferred?

Loss of grant source funding and degradation in the Police Department's ability to operate the academy efficiently and effectively as a regional training center.

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

This is an A&E contract for the design of new classroom and office space at the academy. Completion of this work is critical to getting the bid package completed and bid.

Person Submitting Form/Contact:

Division Director:

Craig N Meidl (Sep 26, 2023 11:29 PDT)

CFO Signature:

Tonya Wallace

City Administrator Signature:

City Administrator (Oct 2, 2023 14:05 PDT)

Additional Comments:










Police Academy AE Design - Expenditure Control Form2023

Final Audit Report

2023-09-30

Created:	2023-09-26
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwfDFveNj80RWT4AA1S3ZfgTMZbxS8Qp

"Police Academy AE Design - Expenditure Control Form2023" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-09-26 - 6:25:55 PM GMT
-  Document emailed to cmeidl@spokanepolice.org for signature
2023-09-26 - 6:27:02 PM GMT
-  Email viewed by cmeidl@spokanepolice.org
2023-09-26 - 6:28:59 PM GMT
-  Signer cmeidl@spokanepolice.org entered name at signing as Craig N Meidl
2023-09-26 - 6:29:37 PM GMT
-  Document e-signed by Craig N Meidl (cmeidl@spokanepolice.org)
Signature Date: 2023-09-26 - 6:29:39 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-09-26 - 6:29:40 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-09-30 - 3:06:38 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-09-30 - 3:07:28 PM GMT - Time Source: server
-  Agreement completed.
2023-09-30 - 3:07:28 PM GMT






Police Academy AE Design - Expenditure Control Form2023 - signed (002)

Final Audit Report

2023-10-02

Created:	2023-10-02
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGBOoU8_d3haGtDV4plzc11PxAhERnvwA

"Police Academy AE Design - Expenditure Control Form2023 - signed (002)" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-10-02 - 9:02:15 PM GMT
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-10-02 - 9:02:47 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-10-02 - 9:06:21 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-10-02 - 9:06:32 PM GMT - Time Source: server
-  Agreement completed.
2023-10-02 - 9:06:32 PM GMT



City of Spokane

CONSULTANT AGREEMENT

**Title: DESIGN AND ENGINEERING SERVICES FOR
POLICE ACADEMY RENOVATION AND ADDITION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DESIGN WEST ARCHITECTS, P.A.**, whose address is 905 West Riverside Avenue, Suite 605, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Design and Engineering Services for Police Academy Renovation and Addition; and

WHEREAS, the Consultant was selected from RFQu 5971-23.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$245,700.00)**, excluding applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

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

DESIGN WEST ARCHITECTS, P.A.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Proposal

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B



DESIGN
WEST

November 16, 2023

Dave Steele, Project Manager/Real Estate Manager
City of Spokane
Spokane, WA 99201
dsteeler@spokanecity.org
509.625.6064 or 509.655.0567

RE: **City of Spokane – Police Academy Renovation and Addition**
Scope of Services and Fee Proposal

Dear Dave,

Thank you for considering Design West Architects for the City of Spokane – Police Academy Building Renovation and Addition project and meeting with us virtually to familiarize us with the scope of work and existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide design team services for the City of Spokane – Police Academy Addition & Renovation project, to include:

- Conduct up to two site visits during design to observe visible conditions of the existing building and related items.
- Work with the City of Spokane representatives and Police Academy representatives to design approximately 2,500 SF of new classroom and administration spaces and include renovations to the existing building. This process is anticipated to include up to 3 design meetings with all representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, classrooms, restrooms, and similar related support spaces for the new addition and renovated areas of the existing building.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project through the design/bid/build process.
- As sub-consultants, we will include the services of SCJ Alliance for civil engineering, landscape design (very minimal) and land survey, GeoProfessional Engineers to provide geotechnical testing and reports, LSB Engineers for Structural Engineering and MSI Engineers to provide plumbing, HVAC, and electrical drawings for the project.
- Administer the process for building permit applications
- Assist the city with the bidding process
- Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.

SPOKANE, WASHINGTON
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.
905 W RIVERSIDE AVE
SUITE 605
SPOKANE, WA 99201
TEL. 509-290-6843
www.designwestpa.com

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement or within a contract provided by the City of Spokane. The proposed fee below is based upon the assumptions related to the scope of services described above.



The services will include Civil, Geotechnical, Land Survey, Architectural, Structural, Mechanical and Electrical Engineering services. These services exclude hazardous materials surveys and/or testing, abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

Schematic Design: The design team will work with the city and police academy representatives to define the programmatic needs of the police academy addition and the existing structure to remain. We will gather information about the existing structure and building site and formulate a plan for the building design and construction phases.

Design Development Phase: The design team will refine and formalize the schematic concept design to confirm the project scope with the City of Spokane and Police Academy representatives. Site design will be refined and mechanical, plumbing and electrical systems selected during this phase as well.

Construction Documents: Based upon the discussions in the previous phases, the design team will prepare construction documents including drawings and specifications for the construction of the project.

Permitting & Bidding: The architect will assist the City of Spokane in having the project reviewed by the authorities having jurisdiction and through the bid process for the project. The design team will respond to questions from plan reviewers and then by contractors during bidding. The permit reviews that are included in the design team's scope are limited to City of Spokane's Building Permit Review. When the bid period is concluded, the architect will provide a bid summary of the results received.

Construction Administration: During construction, the architect will provide review of submittals and response to contractor's requests for information (RFIs). The architect will issue any additional information needed by the contractor in accordance with the contract documents (ASIs) and review contractor schedules of value and monthly pay applications. The architect will ensure that record drawing sets are being kept on site and that any changes to the documents are being properly recorded. The architect will be available to visit the site every two weeks during construction for progress meetings and assist the city as needed for construction administration and project close out documents.

Compensation:

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Schematic Design Phase</i>	<i>\$44,226</i>
<i>Design Development Phase</i>	<i>\$49,140</i>
<i>Construction Documents Phase</i>	<i>\$76,167</i>
<i>Permitting & Bidding Phase</i>	<i>\$4,914</i>
<i>Construction Administration</i>	<i>\$66,339</i>
<i>Project Closeout Phase</i>	<i>\$4,914</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$245,700</i>



Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project and are not expected to exceed \$9,000. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2023

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

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

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: Lynda Ball PHONE (A/C, No, Ext): (208) 459-1678	FAX (A/C, No): (208) 454-1114	
	E-MAIL ADDRESS: lynda@thehartwellcorp.com		
INSURED Design West Architects, PA 216 SW 5th Ave, Ste 100 Meridian, ID 83642-2996	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25666
	INSURER B : Charter Oak Fire Insurance Co		25615
	INSURER C : Travelers Property Casualty Company of America		25674
	INSURER D : XL Specialty Insurance Co.		37885
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

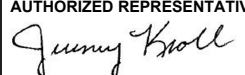
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		6800J006523	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	X CGD361 CG2037						MED EXP (Any one person)	\$ 10,000
	X CGD379 WoS						PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY			BA5R286796	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY CAT353						PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP8771Y483	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						Prod/Compl Ops	\$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB2H828266	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liabili			DPR 5007510	1/8/2023	1/8/2024	Each Claim	3,000,000
D	Retro date 7/1/1983			DPR 5007510	1/8/2023	1/8/2024	Aggregate	3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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Entity name: DESIGN WEST ARCHITECTS, P.A. DBA DBA DESIGN WEST ARCHITECTS, PROFESSIONAL SERVICES

Business name: DESIGN WEST ARCHITECTS, P.A.

Entity type: Professional Service Corporation

UBI #: 601-332-873

Business ID: 001

Location ID: 0004

Location: Active

Location address: 905 W RIVERSIDE AVE
STE 605
SPOKANE WA 99201-1099

Mailing address: 905 W RIVERSIDE AVE
STE 605
SPOKANE WA 99201-1099

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Mar-31-2024	Apr-12-2018
Spokane General Business				Active	Mar-31-2024	Apr-03-2018

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

Governing people	Title
WARNICK, NED	
WILM, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DESIGN WEST ARCHITECTS, P.A.	Active	Apr-03-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/7/2023 8:30:09 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd 1/24/2024

Clerk's File # OPR 2024-0064

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept	POLICE	Project #	
------------------------	--------	------------------	--

Contact Name/Phone	JASON 209-7186	Bid #	
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Contact E-Mail	JHARTMAN@SPOKANEPOLICE.ORG	Requisition #	
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
---------------------------	------------------------------	--	--

Agenda Item Name	0680-WASPC BEHAVIORAL HEALTH UNIT GRANT AWARD ACCEPTANCE		
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Agenda Wording

Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30/2025 and funding will go towards assigned officer salary/benefits, travel & training, and indirect costs.

Summary (Background)

Spokane Police has a long-standing partnership with Spokane County Sheriff's Office and Frontier Behavioral Health to jointly apply for funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to provide funding to operate a regional Mental Health (behavioral health) unit. Funding was successfully awarded, with SCSO being the primary grant recipient. Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 1,386,166

Current Year Cost \$ 693,083

Subsequent Year(s) Cost \$ 693,083

Narrative

Two-year grant agreement will reimburse the City for salary/benefits of four (4) current SPD Officers assigned to the Behavioral Health Unit. No new positions are required. The grant will also reimburse the City up to \$10k/year for eligible travel/train..

Amount

Budget Account

Revenue	\$ 1386166	# 1620-91814-99999-33469-99999
Expense	\$ 1386166	# 1620-91814-21250-VARIOUS
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22 nd , 2024
Submitting Department	Police
Contact Name	Jason Hartman
Contact Email & Phone	jhartman@spokanepolice.org 509-209-7186
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of WASPC Behavioral Health Unit grant award
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Police has a long-standing partnership with Spokane County Sheriff's Office and Frontier Behavioral Health to jointly apply for funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to provide funding to operation a regional Mental Health (behavioral health) unit.</p> <p>Funding was successfully awarded, with SCSO being the primary grant recipient.</p> <p>Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30/2025 and funding will go towards assigned officer salary/benefits, travel & training, and indirect costs.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,386,166</u></p> <p style="padding-left: 40px;">Current year cost: \$693,083</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$693,083</p> <p>Narrative: <u>Two-year grant agreement will reimburse the City for salary/benefits of four (4) current SPD Officers assigned to the Behavioral Health Unit. No new positions are required. The grant will also reimburse the City up to \$10k/year for eligible travel/training and \$63,007/year to cover indirect costs associated with administration of this grant.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Funding pass-thru from WASPC/WA State. No guarantee of future funding levels.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</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?

**AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN
CONJUNCTION WITH THE
MENTAL HEALTH FIELD RESPONSE TEAM FY23 GRANT PROGRAM**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2.Contract Amount <p align="center">\$1,386,166</p>	3. Tax ID# <p align="center">91-6001280</p> <hr/> 4. UEI <p align="center">KJMWLN3DCAX9</p>
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056		6. County’s Representative Heather Arnold, Grants Administrator Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org	
7. Contract # <p align="center">23MHFR2203</p>	8. Original Grant ID# <p align="center">MHFR-23-006</p>	9. Start Date <p align="center">07/01/23</p>	10. End Date <p align="center">06/30/25</p>
11. Funding Authority: <p align="center">Washington Association of Sheriffs and Police Chiefs</p>			
12. Federal Funds (as applicable) <p align="center">N/A</p>	13. CFDA # <p align="center">N/A</p>	14. Federal Agency: <p align="center">N/A</p>	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
17. Grant Purpose: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals’ needs.			
18. COUNTY and CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment A Scope of Work, and (3) Attachment B Budget.			
FOR THE GRANTEE: _____ Signature Date _____ Name _____ Title		FOR COUNTY: _____ Signature Date _____ Name _____ Title	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this Agreement is made by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and CITY OF SPOKANE hereinafter known as “CITY”, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the “Parties;” and

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

1. TERM

- 1.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

2. SERVICES

- 2.1. CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

3. COMPENSATION

- 3.1. The COUNTY shall reimburse CITY an amount not to exceed the amount set forth in Attachment B Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. CITY’s reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by CITY shall be made monthly and are due on or before the 5th day of the month following the period which services were provided. **Failure to do so, may result in the County’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.** In conjunction with each reimbursement request, CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment. This is a multi-year award it is subject to the following restrictions.
- 3.2. The maximum amount payable to CITY for services rendered in year one (July 1, 2023 – June 30, 2024) is Six Hundred Ninety-Three Thousand Eighty-Three Dollars (\$693,083) as set forth in Attachment B Budget, funds not utilized from year one **will not** carry-over to year two and are no longer able to be claimed by

CITY. The maximum amount payable to CITY for services rendered in year two (July 1, 2024 – June 30, 2025) is Six Hundred Ninety-Three Thousand Eighty-Three Dollars (\$693,083) as set forth in Attachment B Budget, funds not utilized from year two **will not** carry-over to any other period and are no longer able to be claimed by CITY under any circumstances.

- 3.3. Requests for reimbursement shall be submitted to:

Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
Ctucker@spokanesherriff.org

- 3.4. Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by CITY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COUNTY.

- 3.5. The final invoice for services rendered under the year 1 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2024. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2024 ("Belated Claims"). The final invoices for services rendered under the year 2 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2025. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2025 ("Belated Claims"). The County will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

4. SINGLE AUDIT REQUIREMENTS

- 4.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- 4.2. If CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington

State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- 4.3. CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 4.4. CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from CITY all disallowed costs resulting from the audit.
- 4.5. Once the single audit has been completed and if it includes any audit findings, CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of CITY's fiscal year(s):

Heather Arnold, Grants Administrator
Office of Financial Assistance
Spokane County
1116 W. Broadway
Spokane, WA 99260
harnold@spokanecounty.org
- 4.6. If CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, CITY must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of CITY's fiscal year(s).
- 4.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 4.8. CITY shall include the above audit requirements in any sub-contracts.
- 4.9. No advance payment will be made for services furnished by CITY pursuant to this Agreement.
- 4.10. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, CITY's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

5. RELATIONSHIP OF THE PARTIES

- 5.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment A will be solely with CITY. No agent, employee, servant or otherwise of CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

6. VENUE STIPULATION

- 6.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

7. COMPLIANCE WITH LAWS

- 7.1. The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 7.1.1. Audits – 2 CFR Part 200;
 - 7.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
 - 7.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal

Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 7.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- 7.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 7.1.6. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

7.2. **Washington State Laws and Regulations:**

- 7.2.1. Affirmative action, RCW 41.06.020 (11);
- 7.2.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- 7.2.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- 7.2.4. Discrimination-human rights commission, Chapter 49.60 RCW;
- 7.2.5. Ethics in public service, Chapter 42.52 RCW;
- 7.2.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- 7.2.7. Open public meetings act, Chapter 42.30 RCW;
- 7.2.8. Public records act, Chapter 42.56 RCW; and
- 7.2.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

8. NON-DISCRIMINATION

- 8.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which CITY will receive payment under the provisions of this Agreement.

9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

- 9.1. CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

10. NEW CIVIL RIGHTS PROVISION

- 10.1. CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

11. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

- 11.1. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

12. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- 12.1. During the performance of this Agreement, CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and CITY may be declared ineligible for further agreements with the COUNTY. CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Agreement.

13. PAY EQUITY

- 13.1. CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:
- 13.1.1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and

responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

13.1.2. CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

13.1.2.1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.

13.1.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.

13.1.2.3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

13.2. This Agreement may be terminated if the COUNTY determines that CITY is not in compliance with this provision.

14. TERMINATION FOR CAUSE/SUSPENSION

14.1. In the event the COUNTY determines that CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

14.2. In the alternative, COUNTY, upon written notice may allow CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to CITY in whole or in part, or may restrict CITY's right to perform duties under this Agreement. Failure by CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to CITY.

14.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by CITY's actions or negligence.

14.4. In the event of termination or suspension, CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

15. TERMINATION FOR CONVENIENCE

- 15.1. Except as otherwise provided in this Agreement, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

16. TERMINATION PROCEDURES

- 16.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, CITY shall:
 - 16.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 16.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
 - 16.1.3. Assign to COUNTY all of the rights, title, and interest of CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by CITY to settle such claims must have the prior written approval of COUNTY; and
 - 16.1.4. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in CITY's possession as directed by COUNTY.
- 16.2. Upon termination of the Agreement, COUNTY shall pay CITY for any service provided by CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to CITY if COUNTY later determines that loss or liability will not occur.
- 16.3. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 16.4. Repayment by CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

17. COUNTY REPRESENTATIVE

- 17.1. The COUNTY hereby appoints and CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY's representative, or his/her designee as identified on the Face Sheet as CITY's liaison for the purpose of administering this Agreement.

18. NOTICES

- 18.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

19. HEADINGS

- 19.1. The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

20. MODIFICATION

- 20.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

21. WAIVER

- 21.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

22. INDEMNIFICATION

- 22.1. To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.
- 22.2. CITY's obligation to indemnify, defend and hold harmless includes any claim by CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.
- 22.3. CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to CITY's or any subgrantee's/subcontractor's performance or failure to perform under this Agreement. CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.
- 22.4. The COUNTY shall protect, defend, indemnify, and hold harmless CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless 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 CITY.
- 22.5. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 22.6. These indemnifications and waiver shall survive the termination of this Agreement.
- 22.7. No officer or employee of CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

23. ALL WRITINGS CONTAINED HEREIN

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

read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce CITY to execute the same.

24. SEVERABILITY

- 24.1. It is understood and agreed between the Parties that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

25. EXECUTION AND APPROVAL

- 25.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

26. COUNTERPARTS

- 26.1. 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.

27. DISPUTE RESOLUTION

- 27.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders CITY unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative appointment by CITY, and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom

shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

28. NO THIRD-PARTY BENEFICIARIES

- 28.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

29. SURVIVAL

- 29.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

30. INSURANCE

- 30.1. CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
- 30.1.1. GENERAL LIABILITY INSURANCE: CITY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.
- 30.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN FRONTIER BEHAVIORAL HEALTH (CITY) AND SPOKANE COUNTY IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY 23 GRANT AGREEMENT".
- 30.1.3. WORKERS COMPENSATION: If CITY has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by

providing its State Industrial Account Identification Number. Provision of this number will be CITY's assurance that coverage is in effect.

- 30.1.4. PROFESSIONAL LIABILITY INSURANCE: CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 30.2. Any exclusion to CITY's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for CITY and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on CITY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 30.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by CITY.
- 30.4. Failure of CITY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 30.5. Providing coverage in the above amounts shall not be construed to relieve CITY from liability in excess of such amounts.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 31.1. CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 31.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 31.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 31.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- 31.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one (1) or more public transactions (Federal, state, or local) terminated for cause of default.
- 31.2. Where CITY is unable to certify to any of the statements in this Agreement, CITY shall attach an explanation to this Agreement.
- 31.3. CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- 31.4. CITY further agrees by signing this Agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- 31.5. **LOWER TIER COVERED TRANSACTIONS**
 - 31.5.1. The lower tier Grantee certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 31.5.2. Where the lower tier Grantee is unable to certify to any of the statements in this Agreement, such Grantee shall attach an explanation to this Agreement.
- 31.6. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

32. SUBCONTRACTING

- 32.1. Neither CITY, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the COUNTY or WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to

release or reduce the liability of CITY to the COUNTY for any breach in the performance of CITY's duties.

- 32.2. CITY agrees that any proposed subcontracts must be provided to the COUNTY for review no later than 10 (ten) business days before such a subcontract's effective date.
- 32.3. CITY is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.
- 32.4. If at any time during the progress of the work the COUNTY determines in its sole judgment that any Subgrantee is incompetent or undesirable, the COUNTY will notify CITY, and CITY must take immediate steps to terminate the Subgrantee's involvement in the work.
- 32.5. The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve CITY of any of its responsibilities under the Agreement, nor be the basis for additional charges to the COUNTY.
- 32.6. The COUNTY has no contractual obligations to any Subgrantee or vendor under Agreement to CITY. CITY is fully responsible for all obligations, financial or otherwise, to its Subgrantees

33. ASSIGNMENT

- 33.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by CITY without prior written consent of COUNTY.

34. ATTORNEYS' FEES

- 34.1. Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

35. RECORDS MAINTENANCE

- 35.1. CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. CITY shall retain such records for a period of six years following the date of final payment.
- 35.2. At no additional cost, CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required

for the purpose of funding the services contracted for herein. CITY shall provide access to its facilities for this purpose.

- 35.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

36. LOSS OF FUNDING

- 36.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

37. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 37.1. "Confidential Information" as used in this section includes:
- 37.1.1. All material provided to CITY by COUNTY that is designated as "confidential" by COUNTY;
 - 37.1.2. All material produced by CITY that is designated as "confidential" by COUNTY; and
 - 37.1.3. All personal information in the possession of CITY, that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 37.2. CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. CITY

shall make the changes within the time period specified by COUNTY. Upon request, CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by CITY against unauthorized disclosure.

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

38. COPYRIGHT PROVISIONS

- 38.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 38.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- 38.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. CITY warrants and represents that CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 38.4. CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by CITY.

39. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 39.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this

Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

40. REPORTING

- 40.1. CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Mental Health Field Response Team Program on the work performed. These reports should be submitted to:

Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
ctucker@spokanesherriff.org

41. POLITICAL ACTIVITIES

- 41.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

42. PUBLICITY

- 42.1. CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

43. TAXES

- 43.1. All payment accrued on account of payroll taxes, unemployment contributions, CITY's income or gross receipts, any other taxes, insurance or expenses for CITY or its staff shall be the sole responsibility of CITY.

44. LICENSING, ACCREDITATION, AND REGISTRATION

- 45.1. CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

45. ACCESS TO DATA

45.1. In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, CITY must provide access to any data generated under this Agreement to the COUNTY, WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of CITY's reports, including computer models and methodology for those models.

EXHIBIT A SCOPE OF WORK

PURPOSE: House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

CITY RESPONSIBILITIES: This is an Agreement to clearly identify the roles and responsibilities of CITY as they relate to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program). As a grant-funded sub-recipient in accordance with this Agreement and the Spokane County MHFRT Program, CITY agrees to provide a minimum of four (4) FTE's as follows:

1. A Sergeant who will be assigned to supervise the four (4) co-deployed Mental Health Field Response Teams from all three (3) jurisdictions: City of Spokane; City of Spokane Valley; and the unincorporated and incorporated communities in Spokane County to which the Spokane County Sheriffs Office (SCSO) provides law enforcement services;
2. A Mental Health Coordinator who will coordinate daily operations; and
3. Officers who will participate in daily operations.

**EXHIBIT B
BUDGET**

Category	Budget Year 1 – July 1, 2023 through June 30, 2024	Budget Year 2 – July 1, 2024 through June 30, 2025
Salary/ Benefits	\$620,076	\$620,076
Travel/Training	\$10,000	\$10,000
Indirects	\$63,007	\$63,007
Total Program	\$693,083	\$693,083

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

Unspent amounts from the 2023-2024 fiscal year will be forfeited and will not be added to the following fiscal year's budget amounts.

Unspent amounts from the 2024-2025 fiscal year will be forfeited and will not be added to any other period and are no longer able to be claimed by CITY under any circumstances.

Salary is authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC.

Payment will be on a reimbursement basis only.

***Note that incentives payable to staff are unallowable for this Agreement.**

EXHIBIT C

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____



**Spokane County
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name
		Spokane County MHFRT Program FY23-25

AGENCY NAME
Frontier Behavioral Health
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) Frontier Behavioral Health

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY _____
(SIGN IN INK)

_____ (TITLE) _____ (DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)	RECEIVED BY	DATE RECEIVED
--	--------------------	----------------------

DATE	DESCRIPTION	AMOUNT BILLED

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/24/2024

Clerk's File #

OPR 2024-0065

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

CODE ENFORCEMENT & PARKING

Project #**Contact Name/Phone**

JASON 6529

Bid #**Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

Requisition #

NEW VENDOR

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE

Agenda Item Name

1200 - FORECLOSURE PROPERTY REGISTRY PROGRAM – CONSULTANT

Agenda Wording

Contract for new consultant agreement with Tolemi to operate the City of Spokane's Foreclosure Registration Program as detailed in SMC 17F.070.520, and other property based software resources for Code Enforcement.

Summary (Background)

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed properties through registration and site monitoring. Code Enforcement solicited proposals in the fall of 2023 for a consultant to operate the City's foreclosure registration program. Tolemi's Slate program was the selection of the RFP committee.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 65,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Tolemi's Slate software will implement the foreclosure registry program. The annual cost for the Slate program is \$30,000. The City receives all property registration fees that are collected by Tolemi.

Amount**Budget Account**

Expense \$ 65,000

1200-58101-24600-54201-99999

Revenue \$ 75,000

1200-58101-99999-34240-99999

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Slate is Tolemi's property registration software, which will implement SMC 17F.070.520, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City.

Approvals		Additional Approvals	
<u>Dept Head</u>	GARCIA, LUIS		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

info@tolemi.com	lgarcia@spokanecity.org
jruffing@spokanecity.org	akiehn@spokanecity.org
smacdonald@spokanecity.org	korlob@spokanecity.org
CEDNHHSAccounting@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Code Enforcement
Contact Name	Jason Ruffing
Contact Email & Phone	jruffing@spokanecity.org ; 509-625-6529
Council Sponsor(s)	Council President Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Foreclosure property registry program – Consultant Contract
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed properties through registration and site monitoring. Code Enforcement solicited proposals in the fall of 2023 for a consultant to operate the City’s foreclosure registration program. Tolemi’s Slate program was the selection of the RFP committee. Slate is Tolemi’s property registration software, which will implement SMC 17F.070.520, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$65,000 per year</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Tolemi’s Slate software will implement the foreclosure registry program. The annual cost for the Slate program is \$30,000. The City receives all property registration fees that are collected by Tolemi. Tolemi’s Building Blocks program has an annual cost of \$35,000. The total annual cost will be \$65,000. Fees remitted to the City are expected to exceed the cost for these programs.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, the funding source is sustainable for the life of the contract. Property registration fees cover the cost of the programs. Registration fees are remitted to the City monthly.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) While there is cost to purchase the subscription software, the program will generate revenue from foreclosure property registration fees, which are paid by banks, lienholders, property preservation companies and other types of lending and property management institutions. Historical trends indicate that the revenue generated by this program will exceed the annual expense.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

This contract is for a consultant to make an existing program outlined in the Spokane Municipal Code operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be.

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 contract is for a consultant to make an existing program outlined in the Spokane Municipal Code Operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be. Data will be collected and analyzed by the consultant and by Code Enforcement staff with routine site monitoring.

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

Data will be collected via the property registration platform, Tolemi Slate, and also through monthly site monitoring that will be conducted by Code Enforcement staff. Property registration data is critical to understanding foreclosure trends in our community and site monitoring is critical to deterring nuisance activities and blight in our neighborhoods. The Building Blocks program will also be an excellent data resource for the City for a variety of property issues. City staff has some experience already with the Building Blocks platform and it can assist us in identifying nuisance, abandoned, vacant and rental properties. The program can also be of use for positive economic development and planning purposes.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.



City of Spokane
CONTRACT
Title: **ELECTRONIC FORECLOSURE
REGISTRY PROGRAM SERVICES AND SOFTWARE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **OPPORTUNITY SPACE, INC., dba TOLEMI**, whose address is 295 Devonshire Street, 4th Floor, Boston Massachusetts 02119, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Electronic Foreclosure Registry Program Services and BuildingBlocks Software, in accordance with RFP 5972.23 and Company's September 25, 2023 Proposal, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin February 1, 2024, and run through January 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed three (3) additional one (1) year contract periods.
3. **COMPENSATION.** Total annual compensation under this Contract shall not exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, plus tax; \$30,000 for the Foreclosure Registry Service and \$35,000 for BuildingBlocks Software. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The City anticipates annual estimated revenue in the amount of at least **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** based on monthly remittance logs, in accordance with the Cost Proposal in Exhibit B.

The Company shall collect the annual Fee as provided for under SMC 17F.070.520, or as amended from time to time. Company shall charge each applicant no more than the amount currently prescribed per property under SMC 8.02.0675, or as amended from time to time, in order to register all mortgagees or owners who comply with SMC 17F.070.520. The Company will remit all registration fees collected back to the City monthly. Third-party credit card transaction fees will be deducted from the amount of money remitted back to the City.

4. **PAYMENT.** The Company shall send its application for payment to Innovation and

Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are

additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business

registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company 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 Company 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.

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

19. 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.

OPPORTUNITY SPACE, INC., dba TOLEMI

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's September 25, 2023 Proposal

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

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

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

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

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

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

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

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

EXHIBIT B



Agreement

This Agreement outlines the deployment of Tolemi’s mobile and web-based applications for Spokane, WA ("Client") including associated roles, responsibilities, activities, and deliverables.

Tolemi	Client
OpportunitySpace, Inc. (d.b.a "Tolemi") 295 Devonshire St. 4th Floor Boston, MA 02110 T: 800-535-2329 E: info@tolemi.com	City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201 T: (509) 755-2489

I. Objectives

The Client is acquiring the Tolemi platform, along with associated services, to meet certain objectives:

- Implement a rental registration software capable of:
 - Accepting new registrations
 - Collecting fees and remitting 100% back to the Client
 - Automatically sending renewal reminders
 - Send notifications to property owners on specific events such as police incidents
- Enable the Client to identify out-of-compliance properties
- Improve the Client's understanding of the rental market

II. Deployment of Services and Ongoing Support

Tolemi will work with the Client’s designated points of contact to streamline the deployment of BuildingBlocks. Tolemi will ensure that the applications meets current and future organization needs.

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of Tolemi to secure access and/or connections to sources of data, to solicit feedback/direction from the Client may occur concurrently.

Phase 1: Data Integration

- Tolemi and the Client to confirm preliminary set of data to include in BuildingBlocks
- The Client to provide Tolemi access to data or connection(s) to sources/custodians of data
- Tolemi to perform preliminary data audit, geolocation/spatial join, and field mapping to BuildingBlocks application data standard
- Tolemi to integrate data from specified systems and to establish schedule for recurring data updates

Phase 2: Application & Data Diagnostic

- Tolemi to provide documentation of field mapping assumptions for the Client's approval and refine according to the Client's input
- Tolemi to perform comprehensive application diagnostic to evaluate, reconcile, and validate disparate data sets
- Tolemi to execute quality assurance testing of the front-end BuildingBlocks application

Phase 3: Launch

- Tolemi to deploy BuildingBlocks to production environment
- The Client to provide list of named users to receive login credentials to the application
- Tolemi to provide a two-hour user training and up to four hours of one-on-one or small-group onboarding sessions for BuildingBlocks users

Phase 4: Workflow Design and Implementation

- Tolemi to work with Client to understand process requirements for registry
- Client to provide .docx or .XLSX templates of all documents that will need to be automatically generated
- Tolemi to configure the Slate software to meet Clients requirements

Phase 4: Hosting & Support (Ongoing for Term of License)

- Tolemi to host the BuildingBlocks and Slate applications and the underlying database
- Tolemi to provide ongoing customer support via channels including telephone, email, and online chat
- Tolemi to load additional data sets, as specified by the Client, quarterly beginning no less than three months after conclusion of Launch
- Tolemi to deploy upgrades in concert with ongoing maintenance and improvements of the BuildingBlocks and Slate applications
- Upon termination of the City of Spokane's subscription, Tolemi will provide an export of Customer's organizational data in a standard, generally accepted electronic form within ten (10) days and places no restrictions on its use by the Subscriber.

- **Data Protection.** Tolemi shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

Tolemi will advise the Client in advance of any major changes to this working schedule.

Client agrees to the Terms of Services that govern the use of Tolemi products and services.

III. Term of Engagement

This Agreement is effective as of the date of Client’s signature and will continue for a period of TWELVE MONTHS. This Agreement may renew annually. Either party may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty calendar days. Upon any termination or expiration of this Agreement all rights granted to Client are cancelled and revert to Tolemi. Upon termination, you shall cease all administrative use of software, shall surrender all access codes/keys, and destroy all copies of the platform (in whole or in part) in your possession or control.

Tolemi expects to the completion of phase 1 and phase 2 within 12 weeks from the initial kickoff call. This timeline is subject to change based the ability of Tolemi to secure access and/or data, to solicit feedback & direction from the Client, and to gain the requisite approval to launch.

Ongoing web hosting, support, data loading, system maintenance, and upgrades will extend through the period of the License Agreement. Continued access to BuildingBlocks and support beyond the expiration of these Terms is subject to a renewed license fee due at expiration of TWELVE MONTHS from the date of execution of this Agreement.

IV. Cost

Name	Qty	Price	Subtotal
BuildingBlocks 1Y Subscription	1	\$35,000.00	\$35,000.00
Slate Platform 1Y Subscription Rental Registry	1	\$30,000.00	\$30,000.00
Total			\$65,000.00

If the Agreement is executed on or before January 31, 2024, the cost for all deliverables and accompanying services named in these Terms for a period of TWELVE MONTHS is \$65,000.00 USD payable upon execution of this Agreement.

Tolemi	Client
<p>Signature:</p> <p>Name: Andrew Kieve Title: Chief Executive Officer</p> <p>Date:</p>	<p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>



CITY OF SPOKANE – PURCHASING
 & CONTRACTS
 915 N. Nelson St.
 Spokane, Washington 99202
 (509) 625-6400

REQUEST FOR PROPOSALS

<p><u>RFP NUMBER:</u> 5972-23</p> <p><u>RFP TITLE:</u> Electronic Foreclosure Registry Program Services</p> <p><u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</p> <p><u>PRE-SUBMITTAL MEETING:</u> None</p> <p><u>QUESTION DEADLINE:</u> SEPTEMBER 11, 2023 <u>TIME:</u> 1:00 P.M.</p>	<p><u>PROPOSAL DUE DATE:</u> SEPTEMBER 18, 2023 <u>TIME:</u> 1:00 P.M.</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.</p>
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Code Enforcement Department (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing Electronic Foreclosure Property Registry Program Services.

The City seeks to reduce the number of buildings, homes or properties that have been entered into a default or foreclosure status that become abandoned and, through collection of a registration fee which would finance the monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located.

Properties which are, or are soon to be, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents under RCW 35.80.010.

Consistent monitoring of these properties would act as a deterrent to vandalism and provide timely affidavits and/or notices of violation, thereby protecting the value of the property and the area in which it is located. Certain registration and maintenance requirements will be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have at least two (2) years of experience in establishing and maintaining electronic foreclosure property registry programs for municipal agencies or organizations providing similar registry

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for a period of two (2) years. Contract is renewable upon mutual agreement for three (3) one-year options.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

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

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	9/11/2023 – 1:00 P.M.
Proposals Due	9/18/2023 – 1:00 P.M.
Evaluation, Negotiation and Contract Award	October - November, 2023
Begin Contract Work	November, 2023

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s needs at a given price.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY

Establish and maintain an electronic foreclosure property registry program with web-based registration that results in a fully functional and integrated process as described. The program is to include outreach and solicitation, database maintenance, notification, fee collection and remittance, and registration and de-registration monitoring system for properties which are the subject of default or foreclosure proceedings as defined by Spokane Municipal Code Section 17F.070.520 or as amended.

It is the intent of the City to have in place an electronic foreclosure property registry program fully functional and integrated process as described within 60 days of contract approval. The successful Proposal will include a cost recovery fee schedule that encompasses both the Firm and City costs of the program. The scope of the registry work may be expanded in the future if additional registry program services are needed.

2.2 SCOPE OF SERVICES

A. OUTREACH AND REGISTRATION

Firm must establish an outreach matrix and distribute solicitations to lending institutions or other responsible parties for registering properties that meet City definition under Spokane Municipal Code (SMC) Section 17F.070.520 or as amended from time to time (Attachment 2).

The registration process must include mechanisms to update the registry due to real estate transactions, transfer of loan servicing, and any other activity resulting in changes to responsible party and local contact, including deregistration of properties as defined by SMC 17.070.520. The Firm will obtain and pay for (if necessary) all public record data, including but not limited to, review for default

filing, satisfactions, dismissals, transfers, etc., and identify foreclosure sales in order to continuously update the database.

Firm outreach must be designed to hold responsible parties accountable (banks and mortgage services) to maintain their default/foreclosures/bank owned properties as well as drive registration compliance. Solicitations to lending institutions must include at a minimum registration fields complying with the requirements of Spokane Municipal Code 17F.070.520, including but not limited to notice of registration fees, compliance dates, annual renewal, and penalties for failure to comply.

Firm shall collect annual foreclosure property registration fees as provided for under SMC.8.02.069. Firm shall remit that portion of the fee designated for the City by contract. Firm will charge each applicant no more than the amount prescribed by the SMC (per applicant) to register all mortgagees who comply with the ordinance. Firm will remit the City's portion of the registration fee as identified in contract with the City, no later than the tenth (10th) day of each month.

B. DATABASE

The database for the Foreclosure Registry is to be accessible to authorized/designated City employees, updated continuously, and maintained by the Firm electronically.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

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

3.2 LETTER OF SUBMITTAL

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

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "MINIMUM QUALIFICATIONS".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm

may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation. While it is not planned to be part of the initial contract, provide information (excluding cost information) regarding what other types of registry program services the Firm has the capability to provide such as a vacant property registry or a rental property registry.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a schedule with timeline dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services. Demonstrate how Firm meets the minimum qualifications as identified in Paragraph 1.3 "MINIMUM QUALIFICATIONS".

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

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

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

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

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows: Change as desired for specific project criteria weight needs

TECHNICAL PROPOSAL – 35% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	35 Points (Maximum) 35 Points (Maximum)	70 points
MANAGEMENT PROPOSAL – 30% Firm and Staff Experience/Capabilities/Qualifications	60 Points (Maximum)	60 points
COST PROPOSAL – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

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

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

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

- Attachment 1 – RFP Terms and Conditions
- Attachment 2 - Spokane Municipal Code – Section 17F.070.520

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Consent**Date Rec'd**

1/24/2024

Clerk's File #

OPR 2023-0637

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

CITY ATTORNEY

Project #**Contact Name/Phone**

MICHAEL 6237

Bid #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Requisition #

PAID THRU

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Outside Counsel Amendment with Keating, Bucklin & McCormack, Seattle, WA, for Legal Services in the matter of Estate of Jaramillo, v. City of Spokane.

Summary (Background)

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Clovy Jaramillo, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020. This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Expense \$ 100,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PICCOLO, MIKE

Division Director

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

sestes@kbmlawyers.com

James.Scott@davies-group.com

nodle@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org

sdhansen@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of Clovy Jaramillo, et al. v. City of Spokane, et al.</u> . This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020. This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>100,000</u>	
Current year cost:	
Subsequent year(s) cost:	
Narrative: <u>N/a</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
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? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF CLOVY JARAMILLO, ET. AL. V. CITY OF SPOKANE, ET. AL. and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated June 16, 2023 and June 18, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKIN & MCCORMACK,
INC., P.S.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd

1/24/2024

Clerk's File #

OPR 2024-0066

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

ACCOUNTING

Project #

Contact Name/Phone

MICHELLE 625-6320

Bid #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

Agenda Item Name

5600-ACCOUNTING & GRANTS-YOUTH BEHAVIOR HEALTH AWARD TO THE

Agenda Wording

The ARPA team has contingently awarded The Native Project \$ 1 million dollars to complete the construction of a youth behavioral health facility. They are seeking approval to officially award these funds.

Summary (Background)

On March 7, 2022 per Ordinance C36176 item E, City council allocated \$ 3 million dollars for behavioral health services and interventions for at risk and low-income youth. The City issued a Notice of Funding Available that would award a grant up to \$1 million dollars to provide "last dollars" to an organization that serves at risk you to assist in completing Capital Improvements for expansion of services.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,000,000

Current Year Cost \$ 1,000,000

Subsequent Year(s) Cost \$ 0

Narrative

This is a sub-recipient award for \$1,000,000 to The Native Project to serve as "last dollars" needed to complete construction of their youth Behavioral Health Facility.

Amount

Budget Account

Expense \$ 1,000,000

1425-88153-52715-54201-97237

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	1/22
Submitting Department	Accounting and Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokane.org
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Youth Behavior Health Award to the Native Project
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On March 7, 2022 per Ordinance C36176 item E, City council allocated \$ 3 million dollars for behavioral health services and interventions for at risk and low-income youth. The City issued a Notice of Funding Available that would award a grant up to \$1 million dollars to provide “last dollars” to an organization that serves at risk youth to assist in completing Capital Improvements for expansion of services. On September 27, 2023 the application period opened and applications closed on November 3, 2023. The ARPA team has contingently awarded The Native Project \$ 1 million dollars to complete the construction of their youth behavioral health facility. We are seeking your approval to officially award these funds and contract with the Organization to finish construction of their facility.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$ 1,000,000</u>	
Current year cost: \$1,000,000	
Subsequent year(s) cost: \$ 0	
Narrative: <u>This is a sub-recipient award for \$1,000,000 to The Native Project to serve as “last dollars” needed to complete construction of their youth Behavioral Health Facility.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Grant	
Is this funding source sustainable for future years, months, etc? N/A	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: None	
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? The city will monitor progress payments made to the contractor through the applications for payment from the sub-recipeint.

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 aligns with the Ordinance C36176 that was passed on March 7, 2022 allocating funds to provide services for at risk you.



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/29/2024

Committee Agenda type: Consent

Date Rec'd

1/23/2024

Clerk's File #

OPR 2024-0067

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

ACCOUNTING

Project #

Contact Name/Phone

MICHELLE 625-6320

Bid #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

Agenda Item Name

5600-ACCOUNTING & GRANTS-NORTHEAST COMMUNITY CENTER ARPA

Agenda Wording

Council Approval to officially contract with the Organization (Northeast Community Center) to fund \$500,000 towards construction of their Youth Behavioral Center.

Summary (Background)

On August 1, 2022 per Ordinance C36246 item A, City council allocated \$ 500,000 dollars to the Northeast Community Center purely for the renovation of the former Northeast Library Branch located at 405 N Cook, Spokane, WA. The renovations were properly procured for construction of a Youth Behavior Center and construction is complete.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 500,000

Subsequent Year(s) Cost \$ 0

Narrative

This is a sub-recipient award for \$500,000 to The Northeast Community Center for renovation of their Northeast Library Branch to which they build a Youth Behavioral Health Facility.

Amount

Budget Account

Expense \$ 500,000

1425-88153-94000-56301-97243

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	2/26
Submitting Department	Accounting and Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokane.org
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Northeast Community Center ARPA Capital
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	On August 1, 2022 per Ordinance C36246 item A, City council allocated \$ 500,000 dollars to the Northeast Community Center purely for the renovation of the former Northeast Library Branch located at 405 N Cook, Spokane, WA. The renovations were properly procured for construction of a Youth Behavior Center and construction is complete. We are seeking your approval to officially contract with the Organization to fund \$500,000 towards construction of their facility.
*use the Fiscal Impact box below for relevant financial information	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$ 500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$500,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$ 0</p> <p>Narrative: <u>This is a sub-recipient award for \$500,000 to The Northeast Community Center for renovation of their Northeast Library Branch to which they build a Youth Behavioral Health Facility.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: None</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The city will monitor progress payments made to the contractor through the applications for payment from the sub-recipient.

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 aligns with the Ordinance C36246 that was passed on August 1, 2022 allocating funds to provide funds for the renovation of the Northeast Library Branch.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd 1/24/2024

Clerk's File # OPR 2016-0959

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept	HOUSING & HUMAN SERVICES	Project #	
------------------------	--------------------------	------------------	--

Contact Name/Phone	RICHARD 6009	Bid #	
---------------------------	--------------	--------------	--

Contact E-Mail	RCULTON@SPOKANECITY.ORG	Requisition #	CR 25860
-----------------------	-------------------------	----------------------	----------

Agenda Item Type	Contract Item		
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Council Sponsor(s)	ZZAPPONE KKLITZKE JBINGLE		
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Agenda Item Name	1680- ECCOVIA, INC, HOMELESS MANAGEMENT INFORMATION SYSTEM		
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Agenda Wording

This is a contract extension for the software used by the City's Community Management Information System, an HMIS compliant software. The software tracks data for persons experiencing and at-risk of homelessness as required.

Summary (Background)

Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2023 to 11/30/2024 at a cost of \$168,433.04 plus tax.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 168,433.04
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Current Year Cost	\$ 168,433.04
-------------------	---------------

Subsequent Year(s) Cost	\$ 168,433.04
-------------------------	---------------

Narrative

HHAA funding \$133,300.64 Grant Funding \$35,132.40

Amount

Budget Account

Expense	\$ 133,300.64	# 1540-95570-65430-54214-99999
Expense	\$ 35,132.40	# 1700-95613-51030-54214-99999
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SWEET, HEATHER
<u>Division Director</u>	JONES, GARRETT
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

	rculton@spokanecity.org
sbrown@spokanecity.org	aschooley@spokanecity.org
cplascencia@spokanecity.org	dnorman@spokanecity.org
kclifton@spokanecity.org	aduffey@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human <u>Services</u>
Contact Name & Phone	Richard Culton 509-625-6009
Contact Email	rculton@spokanecity.org
Council Sponsor(s)	CM Zappone, CM Klitzke, and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Eccovia, Inc., Homeless Management Information System Software Extension
Summary (Background)	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2023 to 11/30/2024 at a cost of \$168,433.04 plus tax.
Proposed Council Action & Date:	1/22/2024
Fiscal Impact:	
Total Cost: \$168,433.04 plus tax	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: HHAA funding	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – one year software extension to meet funding requirements.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – one year software extension to meet funding requirements.	
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 software service aligns with the strategic initiatives and the goals of the Public Safety & Community Health Committee to promote significant growth that connects people to places and builds upon cultural, historic, and natural resource assets, and to meet the obligations required by federal and state funding CHHS receives.



City of Spokane
CONTRACT EXTENSION
Title: **CLIENTTRACK SUBSCRIPTION AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ECCOVIA, INC.**, whose address is 2150 West Parkway Blvd., Suite A-101, Salt Lake City, Utah 84119 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Subscription Licenses and Professional Services to ClientTrack; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on December 1, 2023.

3. EXTENSION.

The contract term is hereby extended and shall run through November 30, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-THREE AND 04/100 DOLLARS (\$168,433.04)**, plus applicable sales tax, in accordance with the Software as a Service Subscription Agreement attached as Exhibit B, for everything furnished and done under this Contract Extension.

5. 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.

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

ECCOVIA, 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 Extension:

Exhibit A - Certificate regarding Debarment

Exhibit B - Eccovia Software as a Service Subscription Agreement

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Consent**Date Rec'd**

1/24/2024

Clerk's File #

OPR 2024-0068

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

HOUSING & HUMAN SERVICES

Project #**Contact Name/Phone**

KERI 6577

Bid #**Contact E-Mail**

KCEDERQUIST@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Report Item

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

1680- HOMELESS, HOUSING, OPERATIONS, & SERVICES (HHOS) FUNDING

Agenda Wording

HHOS Funding Allocation FY 2024-2027, CHHS receives funds from WA State Dept of Commerce Consolidated Homeless Grant/Housing and Essential Needs, HUD Emergency Shelter Grant, local Human Services and local Homeless Housing Assistance Act.

Summary (Background)

CHHS released the 2023 Notice of Funding Availability on 9/8/23 and issued a request for proposal. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (7/1/24-6/30/27) which aligns with the Commerce funding cycle. The RFP closed 10/13/23, 36 applications were received and a total of \$18.9 million was requested.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,785,039

Current Year Cost \$ 1,785,039

Subsequent Year(s) Cost \$ 5,355,117

Narrative

Funds from multiple sources \$990,000 from County HHAA, \$278,615 HUD ESG, \$3,740,000 Commerce HEN, \$895,063 Commerce CHG, \$1,785,039 City HSG per year for a three year period, see briefing paper for additional information

Amount**Budget Account**

Expense \$ 990,000 # 1540-95570-65410-54201-99999

Expense \$ 278,615 # 1540-95573-65410-54201-99999

Expense \$ 3,740,000 # 1540-95572-65410-54201-99999

Expense \$ 895,063 # 1540-95571-65410-54210-99999

Expense \$ 1,785,717 # 0300-53010-65410-54201-99999

Select \$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SWEET, HEATHER
<u>Division Director</u>	JONES, GARRETT
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

	kcederquist@spokanecity.org
aschooley@spokanecity.org	rculton@spokanecity.org
dnorman@spokanecity.org	kclifton@spokanecity.org
sbrown@spokanecity.org	

Committee Agenda Sheet

Select Committee Name

Submitting Department	Community, Housing, and Human Services															
Contact Name	Keri Cederquist, Program Professional															
Contact Email & Phone	kcederquist@spokanecity.org , 509-625-6577															
Council Sponsor(s)																
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min															
Agenda Item Name	Homeless, Housing, Operations, and Services (HHOS) Funding Allocation FY2024-2027															
<p>Summary (Background)</p> <p>*use the Fiscal Impact box below for relevant financial information</p>	<p>The City of Spokane Community, Housing, and Human Services (CHHS) Department receives funds from the Washington State Department of Commerce Consolidated Homeless Grant/Housing and Essential Needs (CHG/HEN), HUD Emergency Shelter Grant (ESG), local Human Services (HSG) and local Homeless Housing Assistance Act (HHAA) which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.</p> <p>CHHS released the 2023 Notice of Funding Availability (NOFA) on September 8, 2023, and issued a Request for Proposals (RFP) to the public seeking projects that support the Strategic Plan, as well as align with data-driven funding priorities informed by the 2023 CHHS community needs survey. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (July 1, 2024-June 30, 2027), which aligns with the Commerce funding cycle.</p> <p>The RFP closed Oct. 13, 2023. Thirty-six applications were received and a total of \$18.9 million was requested. Members and additional participants of the Evaluation and RFP Committee of the CHHS Board were assigned applications grouped by funding source and reviewed the application packets, including staff reviews, and scored each project over the course of 4 weeks.</p> <p>The CHHS RFP Committee recommends the following projects for HHOS 3-year investments:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%;">Project</th> <th style="width: 20%;">Rec.</th> <th style="width: 30%;">Source</th> </tr> </thead> <tbody> <tr> <td>Volunteers of America: Crosswalk Emergency Shelter (Youth)</td> <td style="text-align: right;">\$ 100,000</td> <td>County HHAA</td> </tr> <tr> <td>Transitions: Emergency Shelter, Transitional Housing</td> <td style="text-align: right;">\$ 209,183</td> <td>County HHAA</td> </tr> <tr> <td>Volunteers of America: Transitional Housing (Individuals)</td> <td style="text-align: right;">\$ 112,524</td> <td>County HHAA</td> </tr> <tr> <td>Washington Tenants' Union: Supportive Services</td> <td style="text-align: right;">\$ 355,000</td> <td>County HHAA</td> </tr> </tbody> </table>	Project	Rec.	Source	Volunteers of America: Crosswalk Emergency Shelter (Youth)	\$ 100,000	County HHAA	Transitions: Emergency Shelter, Transitional Housing	\$ 209,183	County HHAA	Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA	Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA
Project	Rec.	Source														
Volunteers of America: Crosswalk Emergency Shelter (Youth)	\$ 100,000	County HHAA														
Transitions: Emergency Shelter, Transitional Housing	\$ 209,183	County HHAA														
Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA														
Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA														

Salvation Army: Transitional Housing (Families)	\$ 95,566	County HHAA
Family Promise: Emergency Shelter (Families)	\$ 117,727	County HHAA
HHAA total:	\$ 990,000	
Youth-Family-Adult Connections: Emergency Shelter (Youth)	\$ 22,700	HUD ESG
Transitions: Day Shelter	\$ 63,915	HUD ESG
SNAP Street Outreach	\$ 96,000	HUD ESG
Salvation Army: Transitional Housing (Families)	\$ 96,000	HUD ESG
ESG total:	\$ 278,615	
Goodwill HEN	\$ 3,740,000	Commerce HEN
HEN total:	\$ 3,740,000	
SNAP Rapid Rehousing	\$ 162,500	Commerce CHG
Transitions: Emergency Shelter, Permanent Supportive Housing, Homeless Prevention	\$ 185,463	Commerce CHG
Hispanic Business Professionals Association: Homeless Prevention	\$ 121,000	Commerce CHG
Frontier Behavioral Health: Street Outreach	\$ 125,200	Commerce CHG
Salvation Army: Street Outreach	\$ 180,900	Commerce CHG
Jewel's Helping Hands: Street Outreach	\$ 120,000	Commerce CHG
CHG total	\$ 895,063	
Catholic Charities: Emergency Shelter, Transitional Housing, Rapid Rehousing, Diversion (Families)	\$ 295,400	City HSG
Transitions: Emergency Shelter, Transitional Housing	\$ 82,949	City HSG

Catholic Charities: House of Charity Emergency Shelter	\$	553,287	City HSG
YWCA: Domestic Violence Shelter	\$	147,341	City HSG
SNAP: Coordinated Entry	\$	30,711	City HSG
Family Promise: Emergency Shelter (Families)	\$	346,851	City HSG
Volunteers of America: Young Adult Shelter	\$	164,250	City HSG
Volunteers of America: Emergency Shelter	\$	164,250	City HSG
HSG total	\$	1,785,039	
Total Recommendation	\$	7,688,717	

The CHHS Board reviewed and accepted the RFP Committee’s recommendations on December 6, 2023.

Proposed Council Action CHHS is seeking Council’s approval of the CHHS Board Allocation Recommendation, and approval to allow CHHS to enter into contract agreements with the subrecipients.

Fiscal Impact
 Total Cost: \$7,688,717
 Approved in current year budget? Yes No N/A
 Funding Source One-time Recurring
 Specify funding source: WA Department of Commerce, US Department of Housing and Urban Development, City of Spokane General Fund, Spokane County Recording Fees
 Expense Occurrence One-time Recurring
 Other budget impacts: (revenue generating, match requirements, etc.)

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

What impacts would the proposal have on historically excluded communities?
 CHHS continually looks for strategies to increase services to historically excluded and underrepresented communities, which are present in Spokane’s homeless and at-risk of homelessness population at a higher rate than in Spokane’s non-homeless population. The subrecipients recommended for HHOS awards continually review their policies and practices to decrease equity disparity in homeless populations. Subrecipients include “by-and-for” organizations, which are directed and substantially controlled by individuals from the population they serve.

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 is collected through the City's Community Management Information System (CMIS) technology and reviewed in accordance with city and state analysis and reporting requirements regarding 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?

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. In addition data is collected through CMIS and reviewed in accordance with city, state, and federal performance metrics.

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?

Services funded through the HHOS awards align with the Five-Year Strategic Plan to End Homelessness



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd

1/24/2024

Clerk's File #

ORD C36488

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

JESSICA 625-6369

Bid #

Contact E-Mail

JSTRATTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART ZZAPPONE

Agenda Item Name

0410 - FINANCE - SBO-ANNUAL ENCUMBRANCE CARRYOVER

Agenda Wording

The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151.

Summary (Background)

This carryover process applies to any goods or services ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year's end, items will be selected for re-budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ TBD

Current Year Cost \$ TBD

Subsequent Year(s) Cost \$ 0

Narrative

Following the close of Accounting's Period 13 for 2023, Finance staff will review all 2023 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2024 budget.

Amount

Budget Account

Expense \$ TBD

Various fund reserves

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	01/22/2023
Submitting Department	0410-Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 625-6369
Council Sponsor(s)	<u>CM Cathcart & CM Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	SBO – Annual Encumbrance Carryover
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u></p> <p>The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year’s end, items will be selected for re-budget.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk’s Office prior to December 31.</p> <p><u>Summary</u></p> <p>Following the close of Accounting’s Period 13 for 2023, Finance staff will review all 2023 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2024 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 5, 2024 meeting. The review of the encumbrances will begin January 19, 2024 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>For context, the five year average for the encumbrance carryover SBO has averaged approximately \$130.3 million across all City funds. The City’s General Fund portion has averaged approximately \$3.8 million over the same period.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>To Be Determined</u> Current year cost: Subsequent year(s) cost:	
Narrative: Amount will be identified near February 1, 2024 after a hurried two week process shared between Accounting and Finance. Once identified, a memo will be prepared for review.	

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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 – recurring annual budget process

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

n/a – recurring annual budget process

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

n/a – recurring annual budget process

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?

If any of these plans or programs have unexpended expenditures as of the end of 2023, but encumbered funds or unable to be encumbered funds, this process allows work to continue seamlessly.

ORDINANCE NO C36488

An ordinance carrying over from the 2023 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, at the end of the 2023 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment & supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, or pending contract, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2024 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds the following encumbrance carryover changes be made:

TBD

Section 2. That in the budgets of the various funds the following re-budget changes be made:

TBD

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/24/2024

Clerk's File #

ORD C36489

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Special Budget Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

5300 SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP)

Agenda Wording

The grant agreement was briefed on October 16, 2023 at Finance Committee. The grant acceptance agenda is on the current agenda for January 08, 2024. An SBO is needed in order to provide 2024 budget authority for the grant.

Summary (Background)

SLCGP grant funding from Homeland Security/WA Military Department has been approved for the Inter-Agency Firewall Initiative. This project will install network firewalls between the City of Spokane and SREC and Spokane County interconnected networks. City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 77,000

Current Year Cost \$ 77,000

Subsequent Year(s) Cost \$

Narrative

Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2024. There is no matching requirement on the grant.

Amount**Budget Account**

Revenue \$ 77,000.00

5300-97311-99999-33397-99999

Expense \$ 17,000.00

5300-97311-18850-54201-99999

Expense \$ 60,000.00

5300-97311-94180-56409-99999

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.

Approvals		Additional Approvals	
<u>Dept Head</u>	SLOON, MICHAEL	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	SLOON, MICHAEL	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

dwordell@spokanecity.org	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	01/22/2024
Submitting Department	IT
Contact Name	Dan Wordell, 625-6456
Contact Email & Phone	dwordell@spokanecity.org
Council Sponsor(s)	<u>CM Bingle and CM Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SBO for State & Local Cyber Security Grant Program (SLCGP)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The grant agreement was briefed on October 16, 2023 at Finance Committee. The grant acceptance agenda is on the current agenda for January 08, 2024. An SBO is needed in order to provide 2024 budget authority for the grant.</p> <p>SLCGP grant funding from Homeland Security/WA Military Department has been approved for the Inter-Agency Firewall Initiative. This project will install network firewalls between the City of Spokane and SREC and Spokane County interconnected networks. City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies. The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$77,000</u> Current year cost: \$77,000 Subsequent year(s) cost:	
Narrative: <u>Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2024. There is no matching requirement on the grant.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? N/A	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A 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? Not applicable – IT Related, Data Security	

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 – IT Related, Data Security

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

Not applicable – IT Related, Data Security

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

Not applicable – IT Related, Data Security

ORDINANCE NO C36489

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Management Information Systems (IT) 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 Management Information Systems (IT) fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$77,000.
 - A) Of the increased revenue, \$77,000 is provided solely for receipt of award from State and Local Cybersecurity Grant Program.
- 2) Increase appropriation by \$77,000.
 - A) Of the increased appropriation, \$17,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$60,000 is provided solely for capitalized computers and microprocessing equipment.

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 take receipt of the State and Local Cybersecurity Grant award and execute the award as intended, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/20/2023

Clerk's File #

ORD C36482

Renews #**Cross Ref #****Council Meeting Date:** 01/29/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

TONYA 625-6585

Bid #**Contact E-Mail**

TWALLACE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Emergency Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

(12/4) - 0410-FINANCE-SHORT TERM RENTAL OCCUPANCY FEE ORD

Agenda Wording

An amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.

Summary (Background)

On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily to low-income housing. The effective date was Aug. 18, 2023. The fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.

Amount**Budget Account**

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

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	F&A Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org
Council Sponsor(s)	M. Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Short-term Rental Occupancy Fee Ordinance Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily for low-income housing. The effective date was Aug. 18, 2023.</p> <p>However, the fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax. The calculated fee to cover the cost of the program is estimated to be \$2.00 per night.</p> <p>Therefore, an amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.</p>
Proposed Council Action	Approve Jan. 8 as an emergency for immediate effective date following approval.
Fiscal Impact	
<p>Total Cost: <u>Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Funding source is the per night occupancy fee of \$2.00.</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?	
NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Data will be collected with each quarterly report as to the location, owner, and number of nightly rentals.	

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

Data will be collected quarterly as to the location, owner, and number of nightly

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

ORDINANCE NO. C36482

AN ORDINANCE relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns and necessitate additional revisions; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.090 is amended to read as follows:

08.02.090 Short-Term Rental ((License)) Occupancy Fee

There is a levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listings through a short-term rental platform (Platform).

A. For purposes of this Chapter, the term “Platform” shall have the meaning for a short-term rental platform set forth in SMC 17C.316.020.

~~((A.))~~ B. Platforms shall pay a _per night booked through the Platform and delineated in the Public Rule.

~~((B.))~~ C. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.

~~((C.))~~ D. If a Platform fails to provide complete information the City’s Chief Financial Officer, or designee, the City may estimate the quarterly per night booking fee and issue an assessment.

~~((D. All funds collected under this section shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable Housing. At~~

~~lease 90% of funds collected under this section shall be allocated to direct, non-administrative costs of programs serving the purposes of SMC 08.07B.020.))~~

E. The Chief Financial Officer, or designee, shall review annually any of the occupancy fees in subsection B and shall make any necessary adjustments in a Public Rule to ensure the fees achieve full cost recovery of the City's administrative, enforcement, and other regulatory costs and no more, after consideration of the following factors:

- a. The projected costs and annual budget allotted for administrative, enforcement and regulatory costs across the short-term rental industry;
- b. The need for increased enforcement to reduce illegal activity;
- c. The total number of nights booked in City limits across the short-term rental industry; and
- d. The administrative burden of issuing additional platform or operator permits.

Section 2. That there is adopted a new section 8.02.091 to chapter 08.02 SMC to read as follows:

08.02.091 Short-Term Rental Platform General Provisions

All Platforms operating in Spokane shall comply with the following:

- A. Possess a valid Platform permit.
- B. Prior to providing booking services, require that all operators and bed and breakfast operators using a Platform either submit an application for an operator permit or bed and breakfast operator permit through a Platform and include a permit number in any listing, or, include a permit number in any listing for a short-term rental or bed and breakfast unit on the platform.
- C. Remove any listings for short-term rentals or bed and breakfast units from the Platform upon notification by the Planning Department. The Director of Planning and Economic Development Services, or designee, shall develop, by Public Rule, processes and procedures for the removal of any listing.
- D. Provide the following information in an electronic format determined by the Chief Financial Officer, or designee, to the City on a quarterly basis:
 1. The total number of short-term rentals, and bed and breakfast units in the City listed on the Platform during the applicable reporting period; and
 2. The total number of nights all short-term rentals and bed and breakfast units were rented through the Platform during the applicable reporting period.

- E. Inform all operators, including bed and breakfast operators, who use the Platform of the operator's responsibility to collect and remit all applicable local, state, and federal taxes unless the Platform does this on the operator's behalf.
- F. When notified to do so by the Director of Planning and Economic Development, or designee, provide written notification to all short-term rental operators and bed and breakfast operators of changes to local regulations affecting their businesses. Upon request, the Platform shall provide documentation to the Director demonstrating that the required notification was provided. Platforms shall be deemed to comply with this subsection if they provide summaries of changes to local regulations as provided by the Director.
- G. Upon request by the Director of Planning and Economic Development or the Chief Financial Officer, or their respective designee(s), permit access to review records that are required to be kept under this Chapter, in a manner consistent with federal law.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. 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.

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

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__ -_____ LGL 2024-_____
TITLE: FINANCE – SHORT TERM RENTAL OCCUPANCY FEE PUBLIC RULES	
EFFECTIVE DATE:	
REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.02.090 and SMC 8.02.091 and is necessary to carry out the provisions of Chapter 8.02 SMC. Appendix A, City of Spokane City Short Term Rental Public Rules is incorporated herein sets out the Spokane City Short Term Rental Public Rules.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Short-Term Rental Platforms, Short-Term Rental Operators, the Taxes and Licenses Department, the Office of Finance, Treasury and Administration, and Planning and Economic Development Services for the City of Spokane.

3.0 REFERENCES

- Chapter 8.02 SMC
- SMC 8.02.090
- SMC 8.02.091

4.0 DEFINITIONS

"Bed and breakfast" means a lodging use where rooms within a single dwelling unit are provided to transients by a resident operator for a fee by prearrangement on a daily or short-term basis. A breakfast and/or light snacks may be served to those renting rooms in the bed and breakfast.

"Bed and breakfast operator" means any person who is the owner or resident manager of a bed and breakfast unit.

"Bed and breakfast unit" means a room within a bed and breakfast that is offered or provided to a guest(s) by a bed and breakfast operator for a fee for fewer than 30 consecutive nights.

"Booking service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a short-term rental operator and a prospective short-term rental guest, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"Dwelling unit" means a room or rooms located within a structure that are configured to meet the standards of SMC Title 17A and that are occupied or intended to be occupied by not more than one household as living accommodations independent from any other household.

"Fee" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered.

"Guest" means any person or persons renting a short-term rental or bed and breakfast unit.

"Household" means a housekeeping unit consisting of any number of related persons; a group or more disabled residents; adult family homes as defined under Washington State Law; or six or fewer non-related persons.

"In Spokane" or "within Spokane" means in the Spokane city limits.

"Local contact" means the operator or the operator's representative who is the point of contact for any short-term guest(s) for the duration of the guest(s) stay in the short-term rental.

"Operate a short-term rental platform within Spokane" means that a short-term rental platform is engaged in business in Spokane, including having agreements with short-term rental operators or other customers in Spokane who provide dwelling units, or portions thereof, located in Spokane for short-term rental use, regardless of whether the short-term rental platform is physically present in Spokane.

"Owner" means any person who, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, or executor, administrator, trustee, or guardian of an estate has charge, care, or control of any

building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement shall not be considered an owner.

"Person" means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

"Primary residence" means a person's usual place of return for housing as documented by motor vehicle registration, driver's license, voter registration, or other such evidence as determined by Public Rule. A person may have only one primary residence.

"Principal" means a principal or governing member of any business entity, including but not limited to: LLC member/manager, president, vice president, secretary, treasurer, CEO, director, stockholder, partner, general partner, or limited partner.

"Short-term rental advertisement" means any method of soliciting use of a dwelling unit for short-term rental purposes.

"Short-term rental" means a lodging use, that is not a hotel or motel, in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by a short-term rental operator for a fee for fewer than 30 consecutive nights. A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive nights is not a short-term rental. A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the Secretary of State, State of Washington, and/or is classified by the Internal Revenue Service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury or disease and/or their family members is not a short-term rental.

"Short-term rental operator" or "operator" means any person who is the owner of a dwelling unit, or portion thereof, who offers or provides that dwelling unit, or portion thereof, for short-term rental use or a person who is the tenant of a dwelling unit, or portion thereof, who offered or provided a short-term rental.

"Short-term rental operator registry" means record of information detailing short-term rental transactions, maintained by the short-term rental operator.

"Short-term rental platform" or "platform" means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, or which a bed and breakfast operator may offer a bed and breakfast unit, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Short Term Rental Occupancy Fee and carry out the provisions of Chapter 8.02.090 SMC, as contained in Attachment A.

6.0 PROCEDURES

6.1 See Appendices

7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

8.0 APPENDICES

8.1 Appendix A – City of Spokane Short Term Rental Rules

APPROVED BY:

City Administrator

Date

Chief Financial Officer

Date

Assistant City Attorney

Date

APPENDIX A
CITY OF SPOKANE SHORT TERM RENTAL OCCUPANCY FEE RULES

- RULE 1: Primary Residence.
- RULE 2: Monitoring Listings For Compliance.
- RULE 3: Permits and Permit Applications.
- RULE 4: Short-term Rental Platforms General Provisions.
- RULE 5: Short-term Rental Occupancy Fees.
- RULE 6: Short-term Rental Regulations and Public Disclosure.

The following rules are applicable to the Spokane City Short Term Occupancy Fee. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.02.090 and SMC § 8.02.091.

RULE 1: Primary Residence.

This rule defines a primary residence as the term applies to a short-term rental (STR) operator and describes evidence that may be used to document the operator's primary residence. An operator may only have one primary residence.

Overview

The STR permit is designed to limit the number of and regulate the operation of STR properties.

Definition and Application

Primary residence means a person's usual place of return for housing where one makes their home and conducts their daily affairs, including, without limitations, paying bills and receiving mail. A primary residence is generally the dwelling unit with the residential address used on documentation related to identification, taxation, and insurance purposes, including, without limitation, income tax returns, medical service plans, voter registration, paycheck stubs, lease or rental agreement, mortgage agreement, bank statements, driver's license, valid state identification, and/or vehicle registration.

As part of the permitting or renewal process (e.g., to validate an operator meets and does not exceed restrictions on the number of allowed units), the Planning and Economic Development Services (PEDS) Director or his or her designee will require that an operator provide two supporting documents verifying the address of the primary residence. Supporting documents include, but are not limited to, the documentation described above.

In some instances, a business entity may offer a unit for short-term rental use. Each principal, as defined herein, in the business entity may have a property interest in no more than two short-term rental units, one of which is the principal's primary residence

or the primary residence of one of the business entity's other principals listed on the same short-term rental license.

RULE 2: Monitoring Listings for Compliance.

This rule describes the process for monitoring short-term rentals (STR) and bed and breakfast listings for compliance and notifying STR platforms of any noncompliant listings as specified in the Spokane Municipal Code (SMC).

Periodically, but at least monthly, the Department of Planning and Economic Development (PED) will review the listings on each STR platform for compliance with SMC 17C.315 and 17C.316. After the reviews, PED will provide the STR platforms with a spreadsheet identifying which listings are noncompliant and including the following information:

1. The STR platform's permit number (issued by the City)
 - a. For the same unit listed on multiple platforms, PED will notify each platform of the noncompliant listing.
2. The operator's permit number (issued by the City)
3. The STR listing's Uniform Resource Locator (URL)
4. The reason for listing ineligibility, which may include but is not limited to:
 - a. The operator lacks a valid STR permit;
 - b. The operator lacks a valid City of Spokane business license and/or
 - c. The operator has failed to comply with the requirements listed in SMC 17C.315 or SMC 17C.316.
 - d. The operator is claiming a zoning exemption that has not been granted by PED.
 - e. The operator is out of compliance with one or more requirements of the City Land Use Code.

PED will send this spreadsheet via electronic mail (email) at the email address provided by the STR platform or via an application programming interface (using the technology system from which PED will manage STR permitting and enforcement). PED will deliver the spreadsheet by a mutually agreed upon date or the date selected by the PED Director or his or her designee.

STR platforms will be responsible for providing PED an email address that will accept delivery of the spreadsheet. Notice that is sent via email to the designated address will be deemed effective and complete at the time it is sent.

STR platforms will inform PED within seven (7) calendar days after receipt of PED's spreadsheet whether the STR platform will act against the listings identified in PED's spreadsheet and the timeline for taking such action. The platforms will provide their responses for each ineligible listing in the spreadsheet provided by PED.

Outside of the normal notification process, PED will notify the appropriate platform(s) if PED has reason to believe the building or unit(s) presents a threat to the health or safety of potential occupants, of the occupants of neighboring buildings or of the public. Such reasons may include, but are not limited to, scenarios in which PED has received notification of:

1. Illegal activity at an STR unit;
2. A complaint indicating immediate harm to a guest from renting a unit; or
3. The condition of the building or unit(s) poses an imminent threat as determined by Spokane Code Enforcement.

In such instances, PED will actively coordinate with relevant City departments as needed before notifying the appropriate STR platform(s). The STR platform(s) will provide PED with a status update, within 24 hours, on whether the STR platform will act against the listings identified in the emergency situation report provided by PED.

Nothing in this rule prohibits or restricts PED from taking enforcement action against the platform pursuant to SMC xxxxx.

RULE 3: Permits and Permit Applications.

This rule describes the licenses required for short-term rental (STR) platforms and operators and the processes to apply for a new permit and to renew an existing permit as specified in the Spokane Municipal Code (SMC).

License Required

Both STR platforms and operators, including bed and breakfast operators using a platform to list a bed and breakfast unit, require an annual permit to legally operate a dwelling unit(s), or portion(s) thereof, within the Spokane city limits. The required permit is in addition to the standard business license requirement.

All platform and operator licenses are non-transferable. Any change of ownership will require the new owner(s) to apply for a new operator permit (should the new owner desire to continue operating the STR).

Definition of a Platform and Platform License Applications

For purposes of licensing, a platform is: a person or entity that provides the means to (1) offer (i.e., advertise) a dwelling unit for short-term rental use and to (2) book (i.e., reserve and/or pay for) such a unit and (3) financially benefits from providing these services. The definition of platform does not depend on the person's or entity's scale of operations, possible simultaneous status as short-term rental operator or condition to limit access to the platform to certain operators or properties.

To obtain a permit, a platform must complete an application form with the Department of Planning and Economic Development (PED) in a format prescribed by the PED Director or his or her designee (the Department Director). This format could include a paper

application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal **(please refer to Director's Rule STR-5 for information).**

A platform will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

Operator Permit Applications

To obtain a permit, an operator must complete an application form with PED in a format provided by the Department Director. This format could include a paper application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal.

All operators applying for a permit must declare that each dwelling unit, or portion thereof, offered for use as a short-term rental complies with the general provisions outlined in SMC 17C.315 and SMC 17C.316.

The applicant must register all units the applicant intends to use as short-term rentals on the initial or renewal permit application. Any omitted units cannot be used for short-term rental without going through the permitting approval process.

As part of the application process, all applicants will be asked to (1) self-certify that they are eligible to be an operator and possess all required documentation to establish eligibility and, if offering their primary residence for short-term rental use, (2) provide PED with two (2) supporting documents demonstrating primary residence as described herein. As applicable, an operator must always possess a physical copy of the evidence of prior short-term rental and primary residence and will present such evidence for inspection upon request of the Department Director.

An operator will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

The Department Director will require attestation of compliance for each section of SMC 17C.315 or SMC 17C.316 at the time a STR (or bed and breakfast) operator applies for and/or renews their operator's permit. Operators must maintain hard-copy proof of compliance for each section of SMC 17C.315 or SMC 17C.316 and will provide such documentation at the Department Director's request. Failure to provide proof as requested by the Department Director and within five (5) calendar days of the Director's request will be deemed noncompliant with the applicable SMC section(s).

The Department Director may choose to provide examples of best practices for compliance with applicable SMC sections and if so, will do so on a public-facing website.

Operators are obligated to keep their contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Permit Renewals

Permittees will receive multiple reminders to renew starting at least 60 calendar days prior to expiration of their annual permit. A permittee may renew the permit at any time after receiving the notification and up to 10 calendar days after the license expires without penalty. However, a permittee will be assessed a **one-time late penalty of \$10** for not renewing a license by the last day of the 10-day grace period.

The City will not renew a license unless all penalties and all past and current business, regulatory and STR permit fees are paid in full. The Department Director will take reasonable means to investigate whether a permittee has applied for a new permit to avoid paying outstanding penalties and/or license fees. An operator may apply to renew their permit if they have a pending appeal for an enforcement action.

RULE 4: Short-term Rental Platforms General Provisions.

This rule describes the general obligations of short-term rental (STR) platforms as required by the Spokane Municipal Code (SMC).

Providing Information to FAS

STR platforms will submit the following information to the Department of Finance and Administrative Services (FAS) each quarter:

1. The total number of all short-term rentals and bed and breakfast listings in the City listed on the platform during the applicable reporting period broken out by month.
2. The total number of nights all short-term rentals and bed and breakfast units rented (booked) through the platform during the applicable reporting period broken out by month.

The STR platform will provide this information to FAS fifteen (15) calendar days after the end of each quarter (i.e., January 15, April 15, July 15, and October 15). The STR platform will provide this information in a format specified by the FAS Director or his or her designee, which may be either an electronic or paper format. The FAS Director, or designee, will notify the STR platform of the format to be used.

STR platforms will submit the following to **FAS each month**:

1. All operators using the platform to list STR units during the month and the units listed by those operators:
 - A licensed operator will be identified by either their City issued permit number or by "City of Spokane permit application pending" if the operator has applied for but not yet been issued a permit number by the City.

- A listed unit will be identified by an active and working **uniform resource locator (URL)** for the listing on the platform.

The STR platform will provide this information to FAS 15 calendar days after the end of each month. The STR platform will provide this information in an electronic format specified by the Department Director. The Department Director will notify the STR platform of the format to be used.

An STR platform is obligated to keep its contact information current and must submit any changes in a manner specified by the **Department Director** within 10 calendar days of when the change occurs.

Providing Information to STR Operators

City Website

The City will maintain a public-facing website to provide up-to-date STR information and summaries of the status of SMC § 8.02.090 and SMC § 8.02.091, and all administrative rules pertaining to SMC § 8.02.090 and SMC § 8.02.091. The link to the website will be provided at the time that the STR platform applies for their STR platform permit, which will satisfy the City's responsibility to provide a summary of the rules and regulations for STR platforms and operators.

When changes are made to the ordinance or rules, the City will notify STR platforms via email to the email address provided by the STR platform that the website has been updated.

Taxes

STR platforms will provide STR operators, in writing, with notice that the STR operators are responsible for collecting and remitting all applicable local, state, and federal taxes. STR platforms may choose whether this is done electronically or via postal service. STR platforms must retain proof that they provided the notice.

Failure to provide the information as directed or failure to remit taxes, if the STR platform chooses to collect and remit taxes on operators behaves, **may result in penalties as described in SMC 6.600.110**. Nothing in this Rule exempts an STR operator's tax obligations under SMC § 8.02.090.

Summaries of Regulations

STR platforms will be responsible for providing STR operators with summaries of the City's STR regulations. To fulfill this obligation, STR platforms will refer operators to the City's website, which will provide current information about SMC § 8.02.090. STR platforms must provide the summary when an STR operator lists their property on the STR platform. STR platforms must retain proof that they provided the notice.

When City regulations change, the City will provide the STR platforms with notice within 30 calendar days of the change of regulation. The City will also update the City's

website. Within five calendar days of receiving this notice, STR platforms will provide STR operators with notice that the regulations have been updated and may refer STR operators to the City's website. STR platforms must retain proof that they provided the notice.

Records Review and Public Disclosure

STR platforms will make available all records required to be kept under SMC § 8.02.090 and these Rules. Upon the City's request, STR platforms will coordinate presentation of the applicable records to City staff at a mutually convenient time and place and in a convenient format.

RULE 5: Short-term Rental Occupancy Fees.

This rule describes the fees to be paid by short-term rental (STR) platforms and operators as a condition of permitting and as specified in the Spokane Municipal Code (SMC).

Overview

The occupancy fees imposed pay for the administrative, enforcement and regulatory costs incurred by the City to regulate the STR industry, including all platforms and operators participating within it.

Review of Permitting Fees

The Department of Planning and Economic Development (PED) Director or his or her designee (the Department Director) will review annually, or as needed, the platform and operator permitting fee amount and make any necessary adjustments to this rule to ensure the fees achieve full recovery of the City's administrative, enforcement and other regulatory costs.

In addition to the factors outlined in SMC § 8.02.090, the Department Director will consider the appropriate level of staffing needed for enforcement against illegal activity and the resources needed to issue platform and operator permits. As the actual number of platform and operator permits issued may be higher or lower than the projected numbers used to set the initial fee amounts, upon the Director's review, the permitting fee amounts may increase or decrease.

Occupancy Fees for Platforms

As a condition of permitting, each platform, as defined in **Public Rule**, will pay a quarterly fee based on the total number of nights booked for short-term rental use through the platform.

Effective January 1, 2024, the occupancy fee will be \$2 per dwelling unit for each night booked. The City bases this fee amount on its projected 2024 program revenue and expenditures costs.

The per night occupancy fees will be calculated and paid on a quarterly basis. If a platform fails to provide complete data and information as required by SMC § 8.02.090 and **Public Rule**, the Department Director may estimate, based on available data, the quarterly occupancy fee.

A platform's fee payment is due 30 calendar days after the end of each quarter. This schedule allows for a platform to submit its quarterly data report, the City to generate an invoice for the fee amount owed and the platform to remit payment. If the due date for submitting a report and payment falls upon a Saturday, Sunday or legal holiday, the filing is timely if the report is either (i) received by the City (in the City's possession), or (ii) postmarked by the United States Postal Service, on the next business day.

The occupancy fee per night booked may apply to the same dwelling unit if that unit was booked using different platforms in the same quarter. For example, if dwelling unit A is booked through platform A for five nights in the first quarter and booked through platform B for five nights in the first quarter, platforms A and B are both responsible for remitting \$10 each for dwelling unit A as part of their fee payments to the City.

The per booked night fee will apply to all dwelling units used by the operator as a short-term rental primary, secondary and any additional allowed by SMC § 8.02.090.

Occupancy fees for platforms are non-refundable and non-transferable.

Permitting Fees for Operators

As a condition of permitting and effective August 18, 2023, a short-term rental operator (or a bed and breakfast operator) will pay an initial \$200 in residential zones and \$300 in all other zone per dwelling unit, and \$100 in residential zones and \$150 for all other zones to renew annually. The fee must be paid at the time an operator submits a permit application to the City.

The City will issue an operator one permit, but the fee amount associated with that permit will be based on the number of dwelling units or portions thereof the operator chooses, and is legally permitted, to operate.

Some examples:

1. If an operator's STR consists of multiple rooms (three) in one dwelling unit in a residential zone, the initial permitting fee would be \$200, assuming the operator has no additional STRs.
2. Accessory dwelling units (ADUs) and detached accessory dwelling units (DADUs) are dwelling units separate from the primary residence. An operator using an ADU or DADU as an STR would pay \$200 (in addition to fees for any other unit(s)), assuming in a residential zone.

3. Each unit within a duplex is a separate dwelling unit and would have an initial permitting fee of \$200 per separate unit (e.g., \$200 x 2 = \$400 for a duplex) in a residential zone. If the duplex operator can legally operate an additional STR, then the license fee would increase by \$200 for that unit if in a residential zone.

Permitting fees for operators are non-refundable and non-transferable.

RULE 6: Short-term Rental Regulations and Public Disclosure.

This rule describes public disclosure requests as they apply to the City's administration of short-term rental (STR) regulations.

Background

The Public Records Act broadly defines public records as any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic. It includes records prepared at the direction of a governmental agency or records used by an agency in connection with any governmental or proprietary function regardless of whether they are in the possession of the agency at the time a public records request is made.

General Application

If the City receives a public records request for records designated as confidential by the STR operator, bed and breakfast operator and/or STR platform that submitted those records (the submitting party), the City will notify the submitting party in writing of the request and will postpone disclosure for up to ten (10) calendar days. During that time, the STR operator, bed and breakfast operator and/or STR platform will be allowed an opportunity to obtain and serve the City with a court order to enjoin the City from releasing the records.

Third-Party Data Mining Service

To help enforce short-term regulations and ensure operator compliance, the City may use the services of a third-party data mining vendor. Such a vendor would regularly provide City staff with aggregated data and information on short-term rental and bed and breakfast listings across various STR platforms.

These aggregated data and information could include the following:

- Operator's name
- Operator's contact information (email address, phone number and mailing address)
- Property owner's name
- Property owner's contact information (email address, phone number and mailing address)
- Unit's address
- Screenshot of the unit's online listing
- Parcel number

- Land use compliance status
- Meets definition of a short-term rental (i.e., unit rents for fewer than 30 consecutive nights)
- Number of nights booked
- Booking price (weekday and weekend)
- Platform(s) on which unit is listed
- City issued license number

Data and information received from a third-party vendor are subject to public disclosure.

Audit

All records required to be maintained under SMC § 8.02.090 are subject to inspection, copying and audit by the Department of Finance and Administrative Services (FAS) Director or his or her designee, with reasonable prior notice, during regular City business hours.

Short Term Rental Public Rules are hereby ADOPTED this _____ day of _____, 2024.

Chief Financial Officer

Approved as to form:

Assistant City Attorney

ORDINANCE NO. C36482

AN ORDINANCE relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns and necessitate additional revisions; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.090 is amended to read as follows:

08.02.090 Short-Term Rental ((License)) Occupancy Fee

There is a levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listings through a short-term rental platform (Platform).

A. For purposes of this Chapter, the term "Platform" shall have the meaning for a short-term rental platform set forth in SMC 17C.316.020.

Commented [GS1]: I assume you mean "Short-term rental platform"?

~~((A-))~~ B. Platforms shall pay a per night booked through the Platform and delineated in the Public Rule.

Commented [GS2]: Wouldn't it be clearer to eliminate a specific number here and simply refer to the Public Rule? Subsection (E) refers to the Public Rule so it appears we'll end up with two numbers--one in the ordinance and another in the Public Rule.

~~((B-))~~ C. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.

~~((C-))~~ D. If a Platform fails to provide complete information the City's Chief Financial Officer, or designee, the City may estimate the quarterly per night booking fee and issue an assessment.

~~((D. All funds collected under this section shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable Housing. At~~

~~lease 90% of funds collected under this section shall be allocated to direct, non-administrative costs of programs serving the purposes of SMC 08.07B.020.)~~

E. The Chief Financial Officer, or designee, shall review annually any of the occupancy fees in subsection B and shall make any necessary adjustments in a Public Rule to ensure the fees achieve full cost recovery of the City's administrative, enforcement, and other regulatory costs and no more, after consideration of the following factors:

- a. The projected costs and annual budget allotted for administrative, enforcement and regulatory costs across the short-term rental industry;
- b. The need for increased enforcement to reduce illegal activity;
- c. The total number of nights booked in City limits across the short-term rental industry; and
- d. The administrative burden of issuing additional platform or operator permits.

Section 2. That there is adopted a new section 8.02.091 to chapter 08.02 SMC to read as follows:

08.02.091 Short-Term Rental Platform General Provisions

All Platforms operating in Spokane shall comply with the following:

- A. Possess a valid Platform permit.
- B. Prior to providing booking services, require that all operators and bed and breakfast operators using a Platform either submit an application for an operator permit or bed and breakfast operator permit through a Platform and include a permit number in any listing, or, include a permit number in any listing for a short-term rental or bed and breakfast unit on the platform.
- C. Remove any listings for short-term rentals or bed and breakfast units from the Platform upon notification by the Planning Department. The Director of Planning and Economic Development Services, or designee, shall develop, by Public Rule, processes and procedures for the removal of any listing.
- D. Provide the following information in an electronic format determined by the Chief Financial Officer, or designee, to the City on a quarterly basis:
 1. The total number of short-term rentals, and bed and breakfast units in the City listed on the Platform during the applicable reporting period; and
 2. The total number of nights all short-term rentals and bed and breakfast units were rented through the Platform during the applicable reporting period.

Commented [GS3]: Should this be called a License instead of a Permit? It might be confusing to have a permit for STR operators and also a permit for STR providers. This seems like more of a license.

Commented [WT4R4]: The Platforms must have a business license at a minimum. It seems that they should also have a permit like the operators so that we know in the permit system all of the platforms and can monitor and communicate with them. A business license is not enough to do that. I think the Public Rule will help to decide that question.

Commented [GS5]: Is it anticipated that Finance will handle issuance of a Platform permit? I don't think DSC is expecting to manage that.

Commented [WT6R6]: It seems best if DSC handles the small number of platform permits like the operator permits. I think the Public Rule will help answer this question.

Commented [GS7]: Do platforms track this? What is the purpose of separating out like this?

Commented [WT8R8]: Bed and Breakfasts are often defined differently than STR, but should still be monitored and charged the occupancy fee. Bed and Breakfast can be just a room within a dwelling unit that is not a STR.

- E. Inform all operators, including bed and breakfast operators, who use the Platform of the operator's responsibility to collect and remit all applicable local, state, and federal taxes unless the Platform does this on the operator's behalf.
- F. When notified to do so by the Director of Planning and Economic Development, or designee, provide written notification to all short-term rental operators and bed and breakfast operators of changes to local regulations affecting their businesses. Upon request, the Platform shall provide documentation to the Director demonstrating that the required notification was provided. Platforms shall be deemed to comply with this subsection if they provide summaries of changes to local regulations as provided by the Director.
- G. Upon request by the Director of Planning and Economic Development or the Chief Financial Officer, or their respective designee(s), permit access to review records that are required to be kept under this Chapter, in a manner consistent with federal law.

Commented [SE9]: To who?
 Commented [WT10R10]: To the lodging operators or owners

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. 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.

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

PASSED BY THE CITY COUNCIL ON _____

 Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__-____ LGL 2024-_____
TITLE: FINANCE – SHORT TERM RENTAL OCCUPANCY FEE PUBLIC RULES	
EFFECTIVE DATE:	
REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.02.090 and SMC 8.02.091 and is necessary to carry out the provisions of Chapter 8.02 SMC. Appendix A, City of Spokane City Short Term Rental Public Rules is incorporated herein sets out the Spokane City Short Term Rental Public Rules.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Short-Term Rental Platforms, Short-Term Rental Operators, the Taxes and Licenses Department, the Office of Finance, Treasury and Administration, and Planning and Economic Development Services for the City of Spokane.

3.0 REFERENCES

- Chapter 8.02 SMC
- SMC 8.02.090
- SMC 8.02.091

4.0 **DEFINITIONS**

"Bed and breakfast" means a lodging use where rooms within a single dwelling unit are provided to transients by a resident operator for a fee by prearrangement on a daily or short-term basis. A breakfast and/or light snacks may be served to those renting rooms in the bed and breakfast.

Commented [TW1]: SMC 17C.315.100 - definition and use

"Bed and breakfast operator" means any person who is the owner or resident manager of a bed and breakfast unit.

"Bed and breakfast unit" means a room within a bed and breakfast that is offered or provided to a guest(s) by a bed and breakfast operator for a fee for fewer than 30 consecutive nights.

"Booking service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a short-term rental operator and a prospective short-term rental guest, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"Dwelling unit" means a room or rooms located within a structure that are configured to meet the standards of **SMC Title 17A** and that are occupied or intended to be occupied by not more than one household as living accommodations independent from any other household.

"Fee" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered.

"Guest" means any person or persons renting a short-term rental or bed and breakfast unit.

"Household" means a housekeeping unit consisting of any number of related persons; a group or more disabled residents; adult family homes as defined under Washington State Law; or six or fewer non-related persons.

"In Spokane" or "within Spokane" means in the Spokane city limits.

"Local contact" means the operator or the operator's representative who is the point of contact for any short-term guest(s) for the duration of the guest(s) stay in the short-term rental.

"Operate a short-term rental platform within Spokane" means that a short-term rental platform is engaged in business in Spokane, including having agreements with short-term rental operators or other customers in Spokane who provide dwelling units, or portions thereof, located in Spokane for short-term rental use, regardless of whether the short-term rental platform is physically present in Spokane.

"Owner" means any person who, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, or executor, administrator, trustee, or guardian of an estate has charge, care, or control of any

building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement shall not be considered an owner.

"Person" means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

"Primary residence" means a person's usual place of return for housing as documented by motor vehicle registration, driver's license, voter registration, or other such evidence as determined by **Public Rule**. A person may have only one primary residence.

"Principal" means a principal or governing member of any business entity, including but not limited to: LLC member/manager, president, vice president, secretary, treasurer, CEO, director, stockholder, partner, general partner, or limited partner.

"Short-term rental advertisement" means any method of soliciting use of a dwelling unit for short-term rental purposes.

"Short-term rental" means a lodging use, that is not a hotel or motel, in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by a short-term rental operator for a fee for fewer than 30 consecutive nights. A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive nights is not a short-term rental. A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the Secretary of State, State of Washington, and/or is classified by the Internal Revenue Service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury or disease and/or their family members is not a short-term rental.

Commented [TW2]: We do not seem to define this in Title 17A.

"Short-term rental operator" or "operator" means any person who is the owner of a dwelling unit, or portion thereof, who offers or provides that dwelling unit, or portion thereof, for short-term rental use or a person who is the tenant of a dwelling unit, or portion thereof, who offered or provided a short-term rental.

"Short-term rental operator registry" means record of information detailing short-term rental transactions, maintained by the short-term rental operator.

"Short-term rental platform" or "platform" means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, or which a bed and breakfast operator may offer a bed and breakfast unit, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Short Term Rental Occupancy Fee and carry out the provisions of Chapter 8.02.090 SMC, as contained in Attachment A.

6.0 PROCEDURES

6.1 See Appendices

7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

8.0 APPENDICES

8.1 Appendix A – City of Spokane Short Term Rental Rules

APPROVED BY:

City Administrator

Date

Chief Financial Officer

Date

Assistant City Attorney

Date

APPENDIX A
CITY OF SPOKANE SHORT TERM RENTAL OCCUPANCY FEE RULES

- RULE 1: Primary Residence.
- RULE 2: Monitoring Listings For Compliance.
- RULE 3: Permits and Permit Applications.
- RULE 4: Short-term Rental Platforms General Provisions.
- RULE 5: Short-term Rental Occupancy Fees.
- RULE 6: Short-term Rental Regulations and Public Disclosure.

The following rules are applicable to the Spokane City Short Term Occupancy Fee. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.02.090 and SMC § 8.02.091.

Commented [TW3]: To be amended in Jan. 2024

RULE 1: Primary Residence.

This rule defines a primary residence as the term applies to a short-term rental (STR) operator and describes evidence that may be used to document the operator's primary residence. An operator may only have one primary residence.

Overview

The STR permit is designed to limit the number of and regulate the operation of STR properties.

Definition and Application

Primary residence means a person's usual place of return for housing where one makes their home and conducts their daily affairs, including, without limitations, paying bills and receiving mail. A primary residence is generally the dwelling unit with the residential address used on documentation related to identification, taxation, and insurance purposes, including, without limitation, income tax returns, medical service plans, voter registration, paycheck stubs, lease or rental agreement, mortgage agreement, bank statements, driver's license, valid state identification, and/or vehicle registration.

As part of the permitting or renewal process (e.g., to validate an operator meets and does not exceed restrictions on the number of allowed units), the **Planning and Economic Development Services (PEDS) Director** or his or her designee will require that an operator provide two supporting documents verifying the address of the primary residence. Supporting documents include, but are not limited to, the documentation described above.

In some instances, a business entity may offer a unit for short-term rental use. Each principal, as defined herein, in the business entity may have a property interest in no more than two short-term rental units, one of which is the principal's primary residence

or the primary residence of one of the business entity's other principals listed on the same short-term rental license.

Commented [WT4]: We should determine how many STR units a principal may have and if there are exceptions.

RULE 2: Monitoring Listings for Compliance.

This rule describes the process for monitoring short-term rentals (STR) and bed and breakfast listings for compliance and notifying STR platforms of any noncompliant listings as specified in the Spokane Municipal Code (SMC).

Periodically, but at least monthly, the Department of Planning and Economic Development (PED) will review the listings on each STR platform for compliance with SMC 17C.315 and 17C.316. After the reviews, PED will provide the STR platforms with a spreadsheet identifying which listings are noncompliant and including the following information:

1. The STR platform's permit number (issued by the City)
 - a. For the same unit listed on multiple platforms, PED will notify each platform of the noncompliant listing.
2. The operator's permit number (issued by the City)
3. The STR listing's Uniform Resource Locator (URL)
4. The reason for listing ineligibility, which may include but is not limited to:
 - a. The operator lacks a valid STR permit;
 - b. The operator lacks a valid City of Spokane business license and/or
 - c. The operator has failed to comply with the requirements listed in SMC 17C.315 or SMC 17C.316.
 - d. The operator is claiming a zoning exemption that has not been granted by PED.
 - e. The operator is out of compliance with one or more requirements of the City Land Use Code.

Commented [WT5]: Not sure if the platforms need to also have a permit as well as a regular business license, but I think they should.

PED will send this spreadsheet via electronic mail (email) at the email address provided by the STR platform or via an application programming interface (using the technology system from which PED will manage STR permitting and enforcement). PED will deliver the spreadsheet by a mutually agreed upon date or the date selected by the PED Director or his or her designee.

STR platforms will be responsible for providing PED an email address that will accept delivery of the spreadsheet. Notice that is sent via email to the designated address will be deemed effective and complete at the time it is sent.

STR platforms will inform PED within seven (7) calendar days after receipt of PED's spreadsheet whether the STR platform will act against the listings identified in PED's spreadsheet and the timeline for taking such action. The platforms will provide their responses for each ineligible listing in the spreadsheet provided by PED.

Outside of the normal notification process, PED will notify the appropriate platform(s) if PED has reason to believe the building or unit(s) presents a threat to the health or safety of potential occupants, of the occupants of neighboring buildings or of the public. Such reasons may include, but are not limited to, scenarios in which PED has received notification of:

1. Illegal activity at an STR unit;
2. A complaint indicating immediate harm to a guest from renting a unit; or
3. The condition of the building or unit(s) poses an imminent threat as determined by **Spokane Code Enforcement**.

In such instances, PED will actively coordinate with relevant City departments as needed before notifying the appropriate STR platform(s). The STR platform(s) will provide PED with a status update, within 24 hours, on whether the STR platform will act against the listings identified in the **emergency situation report** provided by PED.

Nothing in this rule prohibits or restricts PED from taking enforcement action against the platform pursuant to **SMC xxxxx**.

Commented [WT6]: Do we have enforcement actions in SMC?

RULE 3: Permits and Permit Applications.

This rule describes the licenses required for short-term rental (STR) platforms and operators and the processes to apply for a new permit and to renew an existing permit as specified in the Spokane Municipal Code (SMC).

License Required

Both STR platforms and operators, including bed and breakfast operators using a platform to list a bed and breakfast unit, require an annual permit to legally operate a dwelling unit(s), or portion(s) thereof, within the Spokane city limits. The required permit is in addition to the standard business license requirement.

All platform and operator licenses are non-transferable. Any change of ownership will require the new owner(s) to apply for a new operator permit (should the new owner desire to continue operating the STR).

Definition of a Platform and Platform License Applications

For purposes of licensing, a platform is: a person or entity that provides the means to (1) offer (i.e., advertise) a dwelling unit for short-term rental use and to (2) book (i.e., reserve and/or pay for) such a unit and (3) financially benefits from providing these services. The definition of platform does not depend on the person's or entity's scale of operations, possible simultaneous status as short-term rental operator or condition to limit access to the platform to certain operators or properties.

To obtain a permit, a platform must complete an application form with the Department of Planning and Economic Development (PED) in a format prescribed by the PED Director or his or her designee (the Department Director). This format could include a paper

application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal (please refer to Director's Rule STR-5 for information).

A platform will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

Operator Permit Applications

To obtain a permit, an operator must complete an application form with PED in a format provided by the Department Director. This format could include a paper application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal.

All operators applying for a permit must declare that each dwelling unit, or portion thereof, offered for use as a short-term rental complies with the general provisions outlined in SMC 17C.315 and SMC 17C.316.

The applicant must register all units the applicant intends to use as short-term rentals on the initial or renewal permit application. Any omitted units cannot be used for short-term rental without going through the permitting approval process.

As part of the application process, all applicants will be asked to (1) self-certify that they are eligible to be an operator and possess all required documentation to establish eligibility and, if offering their primary residence for short-term rental use, (2) provide PED with two (2) supporting documents demonstrating primary residence as described herein. As applicable, an operator must always possess a physical copy of the evidence of prior short-term rental and primary residence and will present such evidence for inspection upon request of the Department Director.

An operator will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

The Department Director will require attestation of compliance for each section of SMC 17C.315 or SMC 17C.316 at the time a STR (or bed and breakfast) operator applies for and/or renews their operator's permit. Operators must maintain hard-copy proof of compliance for each section of SMC 17C.315 or SMC 17C.316 and will provide such documentation at the Department Director's request. Failure to provide proof as requested by the Department Director and within five (5) calendar days of the Director's request will be deemed noncompliant with the applicable SMC section(s).

The Department Director may choose to provide examples of best practices for compliance with applicable SMC sections and if so, will do so on a public-facing website.

Operators are obligated to keep their contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Permit Renewals

Permittees will receive multiple reminders to renew starting at least 60 calendar days prior to expiration of their annual permit. A permittee may renew the permit at any time after receiving the notification and up to 10 calendar days after the license expires without penalty. However, a permittee will be assessed a **one-time late penalty of \$10** for not renewing a license by the last day of the 10-day grace period.

The City will not renew a license unless all penalties and all past and current business, regulatory and STR permit fees are paid in full. The Department Director will take reasonable means to investigate whether a permittee has applied for a new permit to avoid paying outstanding penalties and/or license fees. An operator may apply to renew their permit if they have a pending appeal for an enforcement action.

RULE 4: Short-term Rental Platforms General Provisions.

This rule describes the general obligations of short-term rental (STR) platforms as required by the Spokane Municipal Code (SMC).

Providing Information to FAS

STR platforms will submit the following information to the Department of Finance and Administrative Services (FAS) each quarter:

1. The total number of all short-term rentals and bed and breakfast listings in the City listed on the platform during the applicable reporting period broken out by month.
2. The total number of nights all short-term rentals and bed and breakfast units rented (booked) through the platform during the applicable reporting period broken out by month.

The STR platform will provide this information to FAS fifteen (15) calendar days after the end of each quarter (i.e., January 15, April 15, July 15, and October 15). The STR platform will provide this information in a format specified by the FAS Director or his or her designee, which may be either an electronic or paper format. The FAS Director, or designee, will notify the STR platform of the format to be used.

STR platforms will submit the following to **FAS each month**:

1. All operators using the platform to list STR units during the month and the units listed by those operators:
 - A licensed operator will be identified by either their City issued permit number or by "City of Spokane permit application pending" if the operator has applied for but not yet been issued a permit number by the City.

- A listed unit will be identified by an active and working uniform resource locator (URL) for the listing on the platform.

The STR platform will provide this information to FAS 15 calendar days after the end of each month. The STR platform will provide this information in an electronic format specified by the Department Director. The Department Director will notify the STR platform of the format to be used.

An STR platform is obligated to keep its contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Providing Information to STR Operators

City Website

The City will maintain a public-facing website to provide up-to-date STR information and summaries of the status of SMC § 8.02.090 and SMC § 8.02.091, and all administrative rules pertaining to SMC § 8.02.090 and SMC § 8.02.091. The link to the website will be provided at the time that the STR platform applies for their STR platform permit, which will satisfy the City's responsibility to provide a summary of the rules and regulations for STR platforms and operators.

When changes are made to the ordinance or rules, the City will notify STR platforms via email to the email address provided by the STR platform that the website has been updated.

Taxes

STR platforms will provide STR operators, in writing, with notice that the STR operators are responsible for collecting and remitting all applicable local, state, and federal taxes. STR platforms may choose whether this is done electronically or via postal service. STR platforms must retain proof that they provided the notice.

Failure to provide the information as directed or failure to remit taxes, if the STR platform chooses to collect and remit taxes on operators behaves, may result in penalties as described in SMC 6.600.110. Nothing in this Rule exempts an STR operator's tax obligations under SMC § 8.02.090.

Summaries of Regulations

STR platforms will be responsible for providing STR operators with summaries of the City's STR regulations. To fulfill this obligation, STR platforms will refer operators to the City's website, which will provide current information about SMC § 8.02.090. STR platforms must provide the summary when an STR operator lists their property on the STR platform. STR platforms must retain proof that they provided the notice.

When City regulations change, the City will provide the STR platforms with notice within 30 calendar days of the change of regulation. The City will also update the City's

website. Within five calendar days of receiving this notice, STR platforms will provide STR operators with notice that the regulations have been updated and may refer STR operators to the City's website. STR platforms must retain proof that they provided the notice.

Records Review and Public Disclosure

STR platforms will make available all records required to be kept under SMC § 8.02.090 and these Rules. Upon the City's request, STR platforms will coordinate presentation of the applicable records to City staff at a mutually convenient time and place and in a convenient format.

RULE 5: Short-term Rental Occupancy Fees.

This rule describes the fees to be paid by short-term rental (STR) platforms and operators as a condition of permitting and as specified in the Spokane Municipal Code (SMC).

Overview

The occupancy fees imposed pay for the administrative, enforcement and regulatory costs incurred by the City to regulate the STR industry, including all platforms and operators participating within it.

Review of Permitting Fees

The Department of Planning and Economic Development (PED) Director or his or her designee (the Department Director) will review annually, or as needed, the platform and operator permitting fee amount and make any necessary adjustments to this rule to ensure the fees achieve full recovery of the City's administrative, enforcement and other regulatory costs.

In addition to the factors outlined in SMC § 8.02.090, the Department Director will consider the appropriate level of staffing needed for enforcement against illegal activity and the resources needed to issue platform and operator permits. As the actual number of platform and operator permits issued may be higher or lower than the projected numbers used to set the initial fee amounts, upon the Director's review, the permitting fee amounts may increase or decrease.

Occupancy Fees for Platforms

As a condition of permitting, each platform, as defined in **Public Rule**, will pay a quarterly fee based on the total number of nights booked for short-term rental use through the platform.

Effective January 1, 2024, the occupancy fee will be \$2 per dwelling unit for each night booked. The City bases this fee amount on its projected 2024 program revenue and expenditures costs.

The per night occupancy fees will be calculated and paid on a quarterly basis. If a platform fails to provide complete data and information as required by SMC § 8.02.090 and **Public Rule**, the Department Director may estimate, based on available data, the quarterly occupancy fee.

A platform's fee payment is due 30 calendar days after the end of each quarter. This schedule allows for a platform to submit its quarterly data report, the City to generate an invoice for the fee amount owed and the platform to remit payment. If the due date for submitting a report and payment falls upon a Saturday, Sunday or legal holiday, the filing is timely if the report is either (i) received by the City (in the City's possession), or (ii) postmarked by the United States Postal Service, on the next business day.

The occupancy fee per night booked may apply to the same dwelling unit if that unit was booked using different platforms in the same quarter. For example, if dwelling unit A is booked through platform A for five nights in the first quarter and booked through platform B for five nights in the first quarter, platforms A and B are both responsible for remitting \$10 each for dwelling unit A as part of their fee payments to the City.

The per booked night fee will apply to all dwelling units used by the operator as a short-term rental primary, secondary and any additional allowed by SMC § 8.02.090.

Occupancy fees for platforms are non-refundable and non-transferable.

Permitting Fees for Operators

As a condition of permitting and effective August 18, 2023, a short-term rental operator (or a bed and breakfast operator) will pay an initial \$200 in residential zones and \$300 in all other zone per dwelling unit, and \$100 in residential zones and \$150 for all other zones to renew annually. The fee must be paid at the time an operator submits a permit application to the City.

The City will issue an operator one permit, but the fee amount associated with that permit will be based on the number of dwelling units or portions thereof the operator chooses, and is legally permitted, to operate.

Some examples:

1. If an operator's STR consists of multiple rooms (three) in one dwelling unit in a residential zone, the initial permitting fee would be \$200, assuming the operator has no additional STRs.
2. Accessory dwelling units (ADUs) and detached accessory dwelling units (DADUs) are dwelling units separate from the primary residence. An operator using an ADU or DADU as an STR would pay \$200 (in addition to fees for any other unit(s)), assuming in a residential zone.

3. Each unit within a duplex is a separate dwelling unit and would have an initial permitting fee of \$200 per separate unit (e.g., \$200 x 2 = \$400 for a duplex) in a residential zone. If the duplex operator can legally operate an additional STR, then the license fee would increase by \$200 for that unit if in a residential zone.

Permitting fees for operators are non-refundable and non-transferable.

RULE 6: Short-term Rental Regulations and Public Disclosure.

This rule describes public disclosure requests as they apply to the City's administration of short-term rental (STR) regulations.

Background

The Public Records Act broadly defines public records as any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic. It includes records prepared at the direction of a governmental agency or records used by an agency in connection with any governmental or proprietary function regardless of whether they are in the possession of the agency at the time a public records request is made.

General Application

If the City receives a public records request for records designated as confidential by the STR operator, bed and breakfast operator and/or STR platform that submitted those records (the submitting party), the City will notify the submitting party in writing of the request and will postpone disclosure for up to ten (10) calendar days. During that time, the STR operator, bed and breakfast operator and/or STR platform will be allowed an opportunity to obtain and serve the City with a court order to enjoin the City from releasing the records.

Third-Party Data Mining Service

To help enforce short-term regulations and ensure operator compliance, the City may use the services of a third-party data mining vendor. Such a vendor would regularly provide City staff with aggregated data and information on short-term rental and bed and breakfast listings across various STR platforms.

These aggregated data and information could include the following:

- Operator's name
- Operator's contact information (email address, phone number and mailing address)
- Property owner's name
- Property owner's contact information (email address, phone number and mailing address)
- Unit's address
- Screenshot of the unit's online listing
- Parcel number

- Land use compliance status
- Meets definition of a short-term rental (i.e., unit rents for fewer than 30 consecutive nights)
- Number of nights booked
- Booking price (weekday and weekend)
- Platform(s) on which unit is listed
- City issued license number

Data and information received from a third-party vendor are subject to public disclosure.

Audit

All records required to be maintained under SMC § 8.02.090 are subject to inspection, copying and audit by the Department of Finance and Administrative Services (FAS) Director or his or her designee, with reasonable prior notice, during regular City business hours.

Short Term Rental Public Rules are hereby ADOPTED this _____ day of _____, 2024.

Chief Financial Officer

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/3/2024

Clerk's File #

RES 2024-0007

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CM ZAPPONE 3256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0320 - RESOLUTION IN SUPPORT OF SPOKANE PUBLIC SCHOOLS BOND/LEVY

Agenda Wording

A Resolution stating the Spokane City Council's support for PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES"

Summary (Background)

An educational programs and operation replacement levy is a request by a school district to the voters of the school district to continue local property taxes to help supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meet student needs and prepare them for their desired post-secondary opportunities.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

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Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 509-828-7655 (work cell)
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution in Support of Spokane Public Schools Bond/Levy
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An educational programs and operation replacement levy is a request by a school district to the voters of the school district to continue local property taxes to help supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meet student needs and prepare them for their desired post-secondary opportunities. The Feb. 13 replacement levy maintains essential services and positions to serve students, including nursing services, library services, school support services, school building services, counselors, extracurricular activities and more.</p> <p>A bond gives local communities the opportunity to fund new or modernized schools, facility improvements and security enhancements. Bond monies cannot be used to operate schools and fund programs.</p>
Proposed Council Action	Vote to approve January 22
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?	
This resolution states the Spokane City Council's support of the upcoming Spokane Public Schools bond and levy ballot proposals. Both proposals raise funding for our public school system, which provides quality education and extracurricular activities to students of all backgrounds in Spokane.	
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?

Spokane School District No.81 collects data on funding raised via the levy and bond and how that money is appropriately spent.

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

N/A

RESOLUTION NO. 2024-0007

A Resolution stating the Spokane City Council's support for PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES" submitted by the Spokane School District No.81 Board of Directors for the February 13, 2024 Special Election.

WHEREAS, the Spokane School District No.81 Board of Directors adopted Resolution 2023-0014 and Resolution 2023-0015 on November 1, 2023; and

WHEREAS, these resolutions provide ballot propositions for the February 13, 2024 Special Election which ask for community support for a bond and a levy; and

WHEREAS, Proposition 1 is a renewal of an existing levy and not a new tax; and

WHEREAS, the Spokane Public Schools levy helps supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meets student needs and prepare them for their desired post-secondary opportunities; and

WHEREAS, the Spokane Public Schools levy accounts for 14 percent of their annual operating budget and funds teachers for lower class sizes, advanced placement courses, special education, counselors, nurses, librarians, sports, clubs, music programs, and curriculum materials; and

WHEREAS, Proposition 2, if approved by the voters, will fund construction projects, building improvements, technology, and security systems; and

WHEREAS, Proposition 2 continues the current rate and is not an increase; and

WHEREAS, Spokane Public Schools is committed to providing quality, safe, durable, and well-designed learning environments for students and staff; and

WHEREAS, Spokane Public Schools conducted community outreach to gather constituent thoughts and questions about the proposed options and projects that should be a high priority for the financing by Proposition 2; and

WHEREAS, these bond projects will include the replacement of Adams Elementary School, the replacement of Madison Elementary School, updates to North Central High School and Gary Middle School, and future design work; and

WHEREAS, the Spokane Public Schools bond and levy will benefit all schools and all City Council districts throughout the City of Spokane; and

WHEREAS, the City of Spokane has a strong history of community investment in its schools; and

WHEREAS, the City of Spokane understands schools are the social foundation of our community and provide economic mobility to our students; and

WHEREAS, the City of Spokane believes quality education is essential to the well-being of all; and

WHEREAS, the City of Spokane remains committed to the proud tradition of providing quality education for our children;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES," both submitted by the Spokane School District No.81 Board of Directors.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/3/2024

Clerk's File #

RES 2024-0008

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CM ZAPPONE 6256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0320 - RESOLUTION IN SUPPORT OF SPOKANE PUBLIC LIBRARY LEVY

Agenda Wording

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY," submitted by the Spokane City Council for the February 13, 2024 Special Election.

Summary (Background)

On February 13, 2024, the Library will ask voters to renew or reject the levy that funds 18% of Library operations. If renewed, the levy lid lift will continue the existing levy at the current rate for duration of three years (2025-2027).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

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Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 509-828-7655 (work cell)
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution in Support of Spokane Public Library Levy
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On February 13, 2024, the Library will ask voters to renew or reject the levy that funds 18% of Library operations. If renewed, the levy lid lift will continue the existing levy at the current rate for duration of three years (2025–2027).</p> <p>This is an existing tax, and the tax rate will not change. The existing City of Spokane Library Levy has been dedicating a rate of seven cents per \$1,000 of assessed property value to the library since 2013. If renewed, this measure of seven cents per \$1,000 of assessed property value would continue for three years, 2025-2027.</p>
Proposed Council Action	Vote to approve January 22
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? If renewed, the Library will continue to provide access to all locations seven days a week, provide access to civic and cultural events, provide access to early literacy programs, provide access to STEM and art education, support small businesses and economic development, and expand partnership with the Spokane Public Schools, all of which have positive impacts 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? Data will be collected by the Spokane Public Library.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Data will be collected by the Spokane Public Library.

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

N/A

RESOLUTION NO. 2024-0008

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY," submitted by the Spokane City Council for the February 13, 2024 Special Election.

WHEREAS, on July 18, 2023, the Spokane Public Library Board of Trustees voted unanimously to recommend the Spokane City Council place a measure on the February 13, 2024 ballot that would allow for the renewal of the current levy lid lift in order to maintain the improvements to library services, and further allow the libraries to implement new practices to make the Library more efficient and responsive to its customers' educational, business and cultural interests; and

WHEREAS, on December 4, 2023, the Spokane City Council unanimously approved Resolution 2023-0094, which submitted a proposed three-year levy lid lift for the February 13, 2024 Special Election; and

WHEREAS, Measure No.1 is a renewal of an existing levy and not a new tax; and

WHEREAS, Measure No. 1 will ask voters to renew the current levy, which finances 18 percent of Library operations, and if renewed the levy will continue at the existing rate of seven cents per \$1,000 for the duration of three years (2025 – 2027); and

WHEREAS, this levy is estimated to raise approximately \$2,500,000 in 2025, approximately \$2,525,000 in 2026, and approximately \$2,550,250 in 2027 for library operations; and

WHEREAS, a prior library levy approved by the voters in 2017 levy led to a 500 percent increase in free meeting rooms and event space, a 455 percent increase in free events, and a 10 percent increase in visitors, all to the benefit of Spokane citizens and library users, and;

WHEREAS, if renewed, the Library will continue to provide access to all locations seven days a week, provide access to civic and cultural events, provide access to early literacy programs, provide access to STEM and art education, support small businesses and economic development, and expand partnership with the Spokane Public Schools; and

WHEREAS, the Spokane City Council supports Measure No. 1 as an important investment in the Spokane community;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY".

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd

1/24/2024

Clerk's File #

RES 2024-0016

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

JEFF GUNN 828-7655

Bid #

Contact E-Mail

JGUNN@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE PDILLON

Agenda Item Name

0320 - RESOLUTION SUPPORTING MEASURE NO. 2

Agenda Wording

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the City Council for the February 13, 2024 Special Election.

Summary (Background)

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 509-828-7655
Council Sponsor(s)	Dillon/Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Resolution Supporting Measure No.2
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.
Proposed Council Action	Vote to approve February 5 th 2024
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
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? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This resolution supports the proposed charter amendment ballot measure submitted by the Spokane City Council. If approved by voters, this amendment will revise the existing redistricting process to create a more effective and equitable approach.	
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 supports the proposed charter amendment ballot measure submitted by the Spokane City Council.	

RESOLUTION NO. 2024-0016

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.

WHEREAS, following a legal dispute surrounding the City of Spokane's recent redistricting process, a Spokane Superior Court judge recommended the City Council work on "rewriting the charter provisions" regarding the process, citing "ambiguous charter language," and further underscoring the need for a "process that removes all questions of self-interest or partisanship;" and

WHEREAS, on December 14, 2023, the Spokane City Council voted unanimously to approve Resolution No. 2023-0106, which submitted a City Charter amendment regarding the redistricting process for the February 13, 2024 Special Election; and

WHEREAS, if adopted by the voters of Spokane, Measure No. 2 will result in a charter amendment that will implement a new City Council redistricting process requiring stricter qualifications for commissioners while altering their number and appointments by the City Council and the Mayor; and

WHEREAS, if adopted by the voters of Spokane, Measure No. 2 will alter the criteria for redistricting maps and increase the number of public hearings; and

WHEREAS, if adopted by the voters of Spokane, Measure No. 2 will prohibit any modifications to the redistricting maps by the City Council and introduce an option for citizen-led redistricting as set forth in Ordinance No. C-36480; and

WHEREAS, if adopted by the voters of Spokane, Measure No. 2 will expand the Council Redistricting Commission from three members to seven to offer greater representation of the community, aiming for geographic and demographic diversity, including racial, ethnic, gender, political, and experiential backgrounds; and

WHEREAS, if adopted by the voters of Spokane, Measure No. 2 will establish further restrictions on special interest and political influence, prioritize boundaries of neighborhoods and communities of shared interest, and require more thorough public engagement of proposed maps; and

WHEREAS, the Spokane City Council understands the need to modify and update the existing redistricting process; and

WHEREAS, the Spokane City Council stands united in its support for this charter amendment and to ensuring the redistricting process is rooted in fairness, inclusivity, and transparency;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports CITY OF SPOKANE MEASURE NO.2, entitled “Amendment to the City Charter Regarding City Council Redistricting Process,” submitted by the Spokane City Council for the February 13, 2024 Special Election.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/24/2024

Clerk's File #

RES 2024-0017

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

CITY ATTORNEY

Project #**Contact Name/Phone**

ELIZABETH 625-6232

Bid #**Contact E-Mail**

ESCHOEDEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0500-LEGAL - BUSINESS REGISTRATION PUBLIC RULE RESOLUTION

Agenda Wording

This Resolution is pursuant to SMC 8.01.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC.

Summary (Background)

This Resolution is pursuant to SMC 8.01.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC. The prior business license rules were promulgated in 1993 and are obsolete.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

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Select

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\$

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Legal
Contact Name	Elizabeth Schoedel
Contact Email & Phone	eschoedel@spokanecity.org / 625-6232
Council Sponsor(s)	<u>CM Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Business Registration Public Rule Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This Resolution is pursuant to SMC 8.1.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC. The prior business license rules were promulgated in 1993 and are obsolete.</p>
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (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	

RESOLUTION

A resolution regarding approving the City of Spokane Business Registration Public Rule.

WHEREAS, the City of Spokane Finance Department oversees and manages the City's Taxes and Licenses Department; and

WHEREAS, SMC 8.01.250 provides:

The Chief Financial Officer may from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with superior law. The purpose of such rules and regulations is to carry out the provisions of this chapter, and it shall be unlawful to fail to comply with any such rule or regulation. The chief financial officer may also issue letter rulings from time to time which are applicable only to specific businesses. Such administrative rulings shall be binding on the City and the taxpayer.

and

WHEREAS, the Business Registration Rules were last amended in 1993 and since that time, the City has revised its business registration processes and updated the SMC; and

WHEREAS the City of Spokane Business Registration Rules is attached and available to members of the public hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE REGARDING BUSINESS REGISTRATIONS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__-____ LGL 2024-_____
TITLE: FINANCE – BUSINESS REGISTRION RULES EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.01.250 and is necessary to carry out the provisions of Chapter 8.01 SMC. Appendix A, City of Spokane Business Registration Rules is incorporated herein sets out the Spokane City Business Registration Rules.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Business Licenses and Registrations, the Taxes and Licenses Department, the Office of Finance, Treasury for the City of Spokane.

3.0 REFERENCES

- Chapter 8.01 SMC
- SMC 8.01.250
- RCW 36.71.090

4.0 DEFINITIONS

Not Applicable

5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC, as contained in Attachment A.

6.0 PROCEDURES

6.1 See Appendices

7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

8.0 APPENDICES

8.1 Appendix A – City of Spokane Business Registration Rules

APPROVED BY:

City Administrator

Date

Chief Financial Officer

Date

Assistant City Attorney

Date

APPENDIX A
CITY OF SPOKANE BUSINESS REGISTRATION RULES

- RULE 1: Lost or Replaced Registrations or Licenses.
- RULE 2: Interpreter of the Ordinance.
- RULE 3: Insurance Business.
- RULE 4: Real Estate Brokers and Salesman.
- RULE 5: Occasional Sales From a Temporary Location.
- RULE 6: Sellers.
- RULE 7: Persons engaging in Business. Employees
- RULE 8: Building Trades.
- RULE 9: Engaging in Business with the City – Exemption.
- RULE 10: Exemption for Farmers & Gardeners Peddling Own Produce

The following rules are applicable to the Spokane City Business Registrations ordinances. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.01.250.

(Licensing/Registration is conducted by DOR).

RULE 1: Lost or Replaced Registrations or Licenses.

The City of Spokane no longer provides replacement licenses. Licenses can be reprinted from DOR.

RULE 2: Interpreter of the Ordinance.

The Department of Taxes and Licenses of the City of Spokane shall be the official interpreter of the business tax and registration code. All questions concerning the tax shall be submitted to it in writing and the opinion of the Department shall be binding upon the taxpayer.

RULE 3: Insurance Business.

Under the provisions of RCW 48.14.020, the State of Washington has pre-empted the field of imposing excise or privilege taxes upon insurers and insurance agents, other than title insurers.

In conformity with this statute, licensed insurers, and licensed insurance agents, other than title insurers, are not subject to the City license fee under the terms of Spokane Municipal Code Ch. 8.01. Licensed insurers and agents exempted by ordinance may, at their option, pay a sum equal to the tax.

Licensed insurers and licensed insurance agents who offer for sale mutual funds or other non-exempt products or services shall be subject to the City license fee.

The words, “adjuster,” “broker,” and “solicitor,” as used herein, mean respectively, a person licensed as such under the provisions of Ch. 48.17 RCW.

Every person acting in the capacity of insurance adjuster, broker, or solicitor is presumed to be engaging in business and is taxable under Ordinance No. C-26861, unless such person is a bona fide employee. The burden is upon such person to establish the fact of his status as an employee. (See Rule 7 Employees)

The fact that a person is registered with the State of Washington Department of Revenue, and thereby is subject to the State B & O Tax, is conclusive evidence of the independent conduct of business requiring the payment of a license fee hereunder. (RCW 82.04.060 (14))

RULE 4: Real Estate Brokers and Salesmen

As used herein:

The terms “real estate broker” and “real estate salesman” mean, respectively, a person licensed as such under the provisions of Chapter 18.85 RCW.

A real estate broker is engaged in business as an independent contractor and is taxable under Ch. 8.01 SMC.

GENERAL LICENSE CODE

RULE 5: Occasional Sales From A Temporary Location.

Any school group conducting an occasional sale from a temporary location shall be exempt from both the Business Registration and Itinerant vendor Registration when the proceeds from such sale are used for school related activities.

RULE 6: Sellers.

Sellers on commission shall be subject to the business tax as independent agents unless their company pays them a salary and withholds federal income tax.

RULE 7: Persons engaging in business. Employees.

SMC Ch. 8.01 imposes registration fees upon persons engaged in business but not upon persons acting solely in the capacity of employees.

The question of whether a person is engaged in business or is acting in the capacity of an employee is not always readily determinable. The following rules may, however, be accepted as a guide but are not necessarily controlling in individual cases.

In cases of doubt, all the facts should be submitted to the Department of Taxes and license for a specific ruling.

A. Persons Engaging in Business

A person engaging in business is generally one who holds their self out to the public as engaging in business either in respect to dealing in real or personal property or in respect to the rendition of services; one to whom gross income of the business inures; one upon whom liability for losses lies or who bears the expense of conducting a business; one, generally, acting in an independent capacity, whether or not subject to immediate control and supervision by a superior, or one who acts as an employer and has employees subject to his control and supervision.

Persons employed by retailers or wholesalers and selling on their own account tangible personal property of a type sold by their employers, are deemed to be engaging in business and must purchase a business license.

B. Employees

An employee is an individual whose entire compensation is fixed at a certain percentage of the business obtained by such employee, payable in all events; one who has no direct interest in the income or profits of the business other than a wage or commission; one who has no liability for the expenses of maintaining an office or place of business, for other overhead or for compensation of employees; one who has no liability for losses or indebtedness incurred in conducting the business; one whose conduct with respect to services rendered, obtaining of, or transacting business, is supervised or controlled by the employer. A corporation, joint venture, or any group of individuals acting as a unit, is not an employee.

Persons who furnish equipment on a rental basis and furnish operators thereof, are presumed to be engaging in business and not to be employees. Likewise, persons who furnish materials and the labor necessary in the placing or fabricating thereof are also presumed to be engaging in business and not to be employees. The burden of proof will be upon such persons to show otherwise.

The fact that a person is construed to be an employee under the provisions of the State Unemployment Compensation Act or the Federal Social Security Act, does not conclusively establish such person as an employee.

RULE 8: Building Trades.

Persons regularly performing odd job carpentry, painting or paperhanging, plumbing, bricklaying, electrical work, etc., for the public generally are presumed to be engaging in business. The burden of proof is upon such persons to show otherwise. Here it is immaterial whether the working person is paid by the job, by the day, or by the

hour it is likewise immaterial that the working person may supply labor only, any materials used being supplied by the property owner.

RULE 9: Engaging in Business with the City—Exemption.

SMC 8.01.070 states that no person may engage in business in the City or “with the City” without first having obtained a business license. Businesses shall not be deemed to engage in business with the City”, for purposes of SMC 8.01.070 if:

1. the business dealing arises solely as a result of a contract or service agreement with the City of Spokane, initiated by the City, and the business does not otherwise engage in business in or with the City, and
2. the business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000.

To qualify as exempted under this rule, a business must certify to the City’s Department of Taxes and Licenses that it neither solicits nor conducts any other business activities within the City and that the business contact with the City was initiated by the City.

The Chief Financial Officer, or designee, may rely upon a copy of the City’s contract with any person or entity to determine if the person or entity does not qualify for the exemption under this rule.

RULE 10: Exemption for Farmers & Gardeners Peddling Own Produce

Pursuant to RCW 36.71.090, there is an exemption from the City’s business registration requirements for any farmer, gardener, or other person, to sell, deliver, or peddle any fruits, vegetables, berries, eggs or any farm produce or edibles raised, gathered, produced, or manufactured by such person. However, nothing in this section authorizes any person to sell, deliver, or peddle, without license, any dairy product, meat, poultry, eel, fish, mollusk, or shellfish where a license is required to engage legally in such activity.

Business Registration Rules are hereby ADOPTED this _____ day of _____, 2024.

Chief Financial Officer

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd 1/24/2024

Clerk's File # RES 2024-0018

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept	CITY ATTORNEY	Project #	
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Contact Name/Phone	MICHAEL 6237	Bid #	
---------------------------	--------------	--------------	--

Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Requisition #	PAID THRU
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Agenda Item Type	Resolutions		
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Council Sponsor(s)	MCATHCART BWILKERSON		
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Agenda Item Name	5800 SETTLEMENT RESOLUTION (FISCHER)		
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Agenda Wording

Approving settlement of claim of Karen Fischer.

Summary (Background)

Ms. Fischer filed a Spokane County Superior Court matter alleging she was injured when she stepped into a tree grate on Wall Street in downtown Spokane on September 20, 2020. Plaintiff alleges that the City's negligence proximately caused her injuries.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 275,000
------------	------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 275,000	# 5800-78100-18680-54601
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head	PICCOLO, MIKE
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Division Director	
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Accounting Manager	BUSTOS, KIM
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Legal	PICCOLO, MIKE
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For the Mayor	PICCOLO, MIKE
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Additional Approvals

Distribution List

	James.Scott@davies-group.com
--	------------------------------

nodle@spokanecity.org	ahaile@spokanecity.org
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sdhansen@spokanecity.org	ddaniels@spokanecity.org
--------------------------	--------------------------

shenry@spokanecity.org	
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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>Council Member Cathcart and Council President Wilkerson*</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Settlement resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Approving settlement of claim of Karen Fischer. Ms. Fischer filed a Spokane County Superior Court matter alleging she was injured when she stepped into a tree grate on Wall Street in downtown Spokane on September 20, 2020. Plaintiff alleges that the City's negligence proximately caused her injuries.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>275,000</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>N/a</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A 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? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, Karen Fischer (hereinafter "Plaintiff"), filed a complaint for personal injuries on June 2, 2023 in Spokane County Superior Court, arising from an incident occurring on September 18, 2020; and

WHEREAS, Plaintiff alleges injury as a result of the actions of the City of Spokane and its employees and asserts financial damages from medical bills, loss of earnings, impairment of earning capacity, other out-of-pocket expenses and other special damages; and

WHEREAS, the City has determined to resolve all claims with Plaintiff, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00); and

WHEREAS, Plaintiff has agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City in her underlying lawsuit entitled Karen Fischer v. Redstone Holdings (U.S.) L.P and the City of Spokane, Cause No. 23-2-02114-32, dismissing her lawsuit as to the City of Spokane with prejudice.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00), to be paid to Plaintiff through her counsel. In return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled Karen Fischer v. Redstone Holdings (U.S.) L.P and the City of Spokane, Cause No. 23-2-02114-32, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this ____ day of February, 2024.

City Clerk

Approved as to form:
Assistant City Attorney

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd 1/24/2024

Clerk's File # RES 2024-0019

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept	CITY ATTORNEY	Project #	
------------------------	---------------	------------------	--

Contact Name/Phone	MICHAEL 6237	Bid #	
---------------------------	--------------	--------------	--

Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Requisition #	PAID THRU
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Agenda Item Type	Resolutions		
-------------------------	-------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

Agenda Item Name	5800 SETTLEMENT RESOLUTION (COLLINS)		
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Agenda Wording

Approving settlement of claims of Larry and Lois Collins for \$135,000.00.

Summary (Background)

Mr. and Mrs. Collins filed a Spokane County Superior Court matter alleging they were injured in an automobile with Spokane Police Department Officer Michael Brunner on March 25, 2020. Mr. and Mrs. Collins allege that Officer Brunner's (operating on the City's behalf at times relevant) negligence proximately caused their injuries.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 135,000
------------	------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 135,000	# 5800-78100-18680-54601
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PICCOLO, MIKE

Division Director

Accounting Manager

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

James.Scott@davies-group.com

nodle@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org

ddaniels@spokanecity.org

shenry@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>Council Member Cathcart and Council President Wilkerson*</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Settlement resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Approving settlement of claims of Larry and Lois Collins. Mr. and Mrs. Collins filed a Spokane County Superior Court matter alleging they were injured in an automobile with Spokane Police Department Officer Michael Brunner on March 25, 2020. Mr. and Mrs. Collins allege that Officer Brunner's (operating on the City's behalf at times relevant) negligence proximately caused their injuries.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>135,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>N/a</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</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? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, James (Larry) Collins and Lois Collins (hereinafter "Plaintiffs"), filed a complaint for personal injuries on April 17, 2023 in Spokane County Superior Court, arising from an automobile collision occurring on March 25, 2020 with Spokane Police Department Officer Michael Brunner; and

WHEREAS, Plaintiffs allege injury as a result of the actions of the City of Spokane and Officer Brunner, and assert financial damages from medical bills and other out-of-pocket expenses and special damages; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City and Officer Brunner (and the fictitiously identified defendant, Jane Doe Brunner) in their underlying lawsuit entitled James (Larry) Collins and Lois Collins v. the City of Spokane and Michael and Jane Doe Brunner, Cause No. 23-2-01474-32, dismissing their lawsuit as to the City of Spokane and Officer Brunner with prejudice.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), to be paid to Plaintiffs through their counsel. In return the Plaintiffs will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled James (Larry) Collins and Lois Collins v. the City of Spokane and Michael and Jane Doe Brunner, Cause No. 23-2-01474-32, pledging to fully protect and indemnify the City of Spokane, Officer Brunner, fictitiously identified defendant Jane Doe Brunner, and all other officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this ____ day of February, 2024.

City Clerk

Approved as to form:
Assistant City Attorney

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/30/2023

Date Rec'd	9/29/2023
Clerk's File #	ORD C36454
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	TAMI PALMQUIST 6157
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 - SOLAR PERMIT FEES

Agenda Wording

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.05

Summary (Background)

In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems. In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.

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

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	PIES 2/27/23, Finance 4/17/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Bingle, CM Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tpalmquist@spokanecity.org	
For the Mayor	JONES, GARRETT	idah@spokanefire.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		smacdonald@spokanecity.org	
		akiehn@spokanecity.org	

Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Development Services Center & Fire Department															
Contact Name	Tami Palmquist & Lance Dahl															
Contact Email & Phone	tpalmquist@spokanecity.org , 625-6157 idahl@spokanecity.org , 625-7040															
Council Sponsor(s)	CM Bingle, CM Cathcart															
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min															
Agenda Item Name	Solar Permit Fees															
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems.</p> <p>In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.</p>															
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 10%;">2019</th> <th style="width: 10%;">2020</th> <th style="width: 10%;">2021</th> <th style="width: 10%;">2022</th> <th style="width: 10%;">2023</th> </tr> </thead> <tbody> <tr> <td style="background-color: #ffff00;">Solar Permits</td> <td style="background-color: #ffff00; text-align: center;">73</td> <td style="background-color: #ffff00; text-align: center;">82</td> <td style="background-color: #ffff00; text-align: center;">221</td> <td style="background-color: #ffff00; text-align: center;">605</td> <td style="background-color: #ffff00; text-align: center;">435 YTD</td> </tr> </tbody> </table>		2019	2020	2021	2022	2023	Solar Permits	73	82	221	605	435 YTD			
	2019	2020	2021	2022	2023											
Solar Permits	73	82	221	605	435 YTD											
Proposed Council Action	Repeal SMC 15.05.040 Solar Energy Systems item B. permit fee waiver.															
Fiscal Impact																
Total Cost: <u>No cost</u>																
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: N/A																
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring																
Other budget impacts: (revenue generating, match requirements, etc.) See Attachments																
Operations Impacts (If N/A, please give a brief description as to why)																
What impacts would the proposal have on historically excluded communities? None.																
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities.																
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The departments will continue to collect permit record data that can be compiled at any time to see if the impact of reinstating the fees results in a reduction of permits being pulled.																
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? Having the departments operate at a loss puts the City at risk of not being able to deliver services at the level citizens deserve.																

The actual **Permit/Inspection** and **Plan Review Fees** shown in the Job Value Examples will vary in accordance with the existing sliding scale identified in [SMC 08.02.031\(A\)](#).

The **Flat Fee Proposal** will require updates to [SMC 08.02.031](#) as a separate Solar Permit/Inspection Fee does not currently exist.

- Prior to the Solar Fee Waiver adopted under [SMC 15.05.040](#), building permits required in association with the Electrical Solar Permit were based on the Job Value.
- The **\$75 Plan Review Fee** proposed is based on the SMC 08.02.031(C)(5) for an estimated 1hr or less of plan review and the associated overhead costs determined during our 2008 Fee Study and is on par with the Residential Job Value Review Fee for the estimated average job value.
- The **\$150 Permit Inspection Fee** proposed would be equal to the Single-Family Residence Safety Inspection Fee for 2-or-more trade categories. (See [SMC 08.02.031\(S\)\(3\)](#))
 - This fee should be sufficient for most installations and the 2-3 inspection visits likely to be required for solar installations.
 - This fee also keeps our fees competitive with those of the County whose fees are \$190-\$290 depending on mounting method + a separate electrical permit applied for through L&I.

Separate Building and Electrical Inspections are required which previously involve the need for multiple permits. We have combined the Building and Electrical Permits into a single Solar Permit *similar to our Sign Permits* to provide customers with a simpler process and save them from paying the extra \$25.00 processing fee for the extra permit.

The **Energy Storage System (ESS) Fee** does not currently exist and is being requested due to increased demand for these and recognition of the need to inspect them in accordance with IRC 324 and NFPA 70. ESS may include batteries and require ventilation, protection from vehicle impact, appropriate UL Listing, and commissioning.

Staff has been working with **SolarApp+** to bring a simplified review process to our community for residential installations. This will allow residential solar contractors to apply directly to SolarApp+ for an almost instant review at a \$25 fee paid directly to SolarApp+. Once approved they will enter their approval code into our permit system, therefore bypassing plan review and going straight to inspection. No additional review fees will be required if the contractor chooses to use SolarApp+. We hope to have this live by the end of the year.

ORDINANCE NO. C36454

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050.

WHEREAS, the City of Spokane's Sustainable Action Plan was adopted in 2009; and

WHEREAS, the City of Spokane's Sustainable Action Plan identifies renewable energy as a strategy to improve efficiency and sustainability; and

WHEREAS, in 2018, the City worked with local energy experts to adopt a goal of 100% renewable electricity by 2030; and

WHEREAS, the City of Spokane City Council adopted two new sections 15.05.040 and 15.05.050 of the Spokane Municipal Code with the inclusion of a fee waiver to incentive the use of renewable energy sources; and

WHEREAS, when this ordinance was considered the City Council at the time did not complete a financial impact assessment of the Development Services Center enterprise fund, or identify a funding source to make the enterprise fund whole.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 15.05.040 of the Spokane Municipal Code is hereby amended as follows:

Section 15.05.040 Solar Energy Systems

A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.

~~((B. ——— All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to [chapter 08.02, SMC](#) shall be waived until the majority of energy sourced in Washington state is derived from renewable resources. The permit fee waiver is limited to the building and construction of a solar energy system. The permit fee waiver does not apply to permits and fees not connected to the solar energy system.))~~

Section 2. That section 15.05.050 of the Spokane Municipal Code is hereby amended as follows:

Section 15.05.050 Electric Vehicles

A. The City of Spokane is committed to increasing the purchase, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.

~~((B. All City of Spokane building and construction permit fees required for the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.))~~

B. The City of Spokane shall assist the Spokane Regional Transportation Council, Spokane Transit Authority, and county and regional governments to transition to electric fleet and other renewable energy-powered public transit options.

Section 3. That section 08.02.031 of the Spokane Municipal Code is hereby amended as follows:

[Section 08.02.031](#) Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
 - a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually; or
 - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;
 - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;

d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;
 - c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

4. The processing fee is twenty-five dollars.

G. Sign Permits.

1. Sign permit fees are:
 - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
 - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
 - a. seventy-five dollars for those accessory to a single-family residence;
and
 - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

U. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

X. Solar Permits.

1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.
 - a. Plan Review: seventy-five dollars
 - b. SFRD Inspection Fee: one hundred fifty dollars
 - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
2. For all other installations and alterations.
 - a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.
 - b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).
 - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
3. Additional electrical fees in accordance with SMC 08.02.032.
4. Energy Storage Systems: fifty dollars.

Section 4. That section 08.02.034 of the Spokane Municipal Code is hereby amended as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT	PERMIT FEE	PLAN CHECK FEE
(Valuation)		
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25

\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,
 - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A		

	0 – 1,500		
B	1,501 – 3,000		
C	3,001 – 5,000		\$44
D	5,001 – 7,500		
E	7,501 – 10,000		
F	10,001 – 12,500		
G	12,501 – 15,000		
H	15,001 – 17,500		
I	17,501 – 20,000		
J	20,001 – 30,000		\$202
K	30,001 – 40,000		
L	40,001 – 50,000		\$355
M	50,001 – 60,000		

N	60,001 – 70,000	\$512
O	70,001 – 100,000	
P	100,001 – 150,000	
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits be assessed at 20% of the Chart A valuation.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/24/2024

Clerk's File #

ORD C36490

Renews #**Cross Ref #****Council Meeting Date:** 02/05/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Requisition #

N/A

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE BWILKERSON

Agenda Item Name

5300 NAME CHANGE TO ORDINANCE SMC SECTION 3.01A.340

Agenda Wording

Requesting Name Change to Ordinance SMC section 3.01A.340

Summary (Background)

Ordinance to amend SMC section 3.01A.340 - changing the Division name of "Innovation and Technology Services" (ITSD) to "Information Technology" (IT).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

No anticipated fiscal impacts.

Amount**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

Distribution List

gbyrd@spokanecity.org	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	January 22, 2024
Submitting Department	Innovation Technology and Services
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org ; 509-625-6468
Council Sponsor(s)	<u>CM Bingle</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Name Change to Ordinance SMC section 3.01A.340
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance to amend SMC section 3.01A.340 – changing the Division name of “Innovation and Technology Services” (ITSD) to “Information Technology” (IT).
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>No anticipated fiscal impacts.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <u>Select Funding Source*</u></p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

N/A

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

N/A

ORDINANCE NO. C36490

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.340.

WHEREAS, the “Innovation and Technology Services Division” was established in 2017 pursuant to Ordinance C35464; and

WHEREAS, a change of the division’s name to “Information Technology” is warranted to more accurately reflect the division’s broader mission and mail functions.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.240 is amended to read as follows:

Section 03.01A.340 (~~Innovation and~~) Information Technology (~~Services~~)

- A. The (~~innovation and~~) Information Technology (~~services department~~) division is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, (~~city web site~~), (~~h~~)helpdesk, GIS, datacenter operations, (~~and security and monitoring systems~~) data management, cyber security, and contract management including software/hardware/professional services/licensing/fiber.
- B. (~~The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.~~)The division operates a centralized mail center to manage all incoming and outgoing mail, parcels, and interoffice communications and deliveries.

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date