

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 March 4, 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 March 4, 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: 248 234 47269; 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, March 1, 2024, and ending at 6:00 p.m. on Monday, March 4, 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 March 4, 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, MARCH 4, 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Lodging Tax Advisory Committee: Four Appointments	Confirm	CPR 2000-0031
Plan Commission: One Appointment and Two Reappointments	Confirm	CPR 1981-0295

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Subaward Agreement with Spokane County in conjunction with the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant from October 1, 2022, through September 30, 2026—\$96,667. (Council Sponsor: Council Member Bingle) Justin Lundgren	Approve	OPR 2024-0162
2. Contract Amendment with Spokane CDL School, LLC, to provide commercial driver license training services to the City of Spokane—\$30,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) Jason Nechanicky	Approve	OPR 2020-0915 IRFP 5339-20
3. Low Bid of <u>(to be determined at bid opening) (City, ST)</u> for Ray Street Water Main project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Lincoln Heights Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Dan Buller	Approve	OPR 2024-0163 ENG 2022088
4. Low Bid of Hamilton Construction Co. (Springfield, OR) for Washington/Stevens Bridge Deck Rehabilitation project—\$2,882,934. An administrative reserve of \$288,293.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Dan Buller	Approve	OPR 2024-0164 ENG 2021088

- 5. Report of the Mayor of pending:
 - a. 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 \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2024: \$_____.
- 6. City Council Meeting Minutes: _____, 2024.

Approve & Authorize Payments CPR 2024-0002

CPR 2024-0003

Approve All CPR 2024-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36498 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:

American Rescue Plan Fund

- 1) Decrease appropriation by \$250,000.
 - A) Of the decreased appropriation, \$250,000 is removed solely from other miscellaneous charges.
- 2) Increase appropriation by \$250,000.
 - A) Of the increased appropriation, \$250,000 is provided solely for contractual services.

(This action arises from council support to help aid in the 50th anniversary celebration of Expo 74 in Riverfront Park.) (Relates to Resolution 2024-0026) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)

Michelle Murray

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 February 12, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Spencer Gardner

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0023** Adopting various amendments to the City Council’s Rules of Procedure. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Chris Wright
- RES 2024-0024** Updating the appointments of City Council Members to boards, committees, and commissions for 2024. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Navarrete)
Giacobbe Byrd
- RES 2024-0025** Approving settlement of Maryann Bouttu—\$100,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michael Piccolo
- RES 2024-0026** Declaring the Innovia Foundation a sole source for the providing of programming, coordination, and organization for the fiftieth anniversary celebration of the 1974 World’s Fair in Spokane, and authorizing a contract with the organization. (Relates to Special Budget Ordinance C36498) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Chris Wright

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

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 March 4, 2024 (per Council Rule 2.1.2)

ADJOURNMENT

The March 4, 2024, Regular Legislative Session of the City Council is adjourned to March 11, 2024.

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: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/04/2024

Date Rec'd	2/21/2024
Clerk's File #	CPR 2000-0031
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 509.625.6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Agenda Item Name	0520-MAYOR-APPOINTMENT OF JON ERICKSON TO THE LODGING TAX

Agenda Wording

Mayor Brown has appointed Jon Erickson to the Lodging Tax Advisory Committee for a term of March 4, 2024 - March 4, 2025. Jon Erickson will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.

Summary (Background)

The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 4, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Jon Erickson to the Lodging Tax Advisory Committee
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>Mayor Brown has appointed Jon Erickson to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Jon Erickson will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</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: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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? <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? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/04/2024

Date Rec'd	2/21/2024
Clerk's File #	CPR 2000-0031
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 509.625.6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Agenda Item Name	0520-MAYOR-APPOINTMENT OF CAMI AGUAYO TO THE LODGING TAX

Agenda Wording

Mayor Brown has appointed Cami Aguayo to the Lodging Tax Advisory Committee for a term of March 4, 2024 - March 4, 2025. Cami Aguayo will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.

Summary (Background)

The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 4, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Cami Aguayo to the Lodging Tax Advisory Committee
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>Mayor Brown has appointed Cami Aguayo to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Cami Aguayo will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</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: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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? <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? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Council Meeting Date:** 03/04/2024**Date Rec'd**

2/21/2024

Clerk's File #

CPR 2000-0031

Renews #**Cross Ref #****Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 509.625.6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

0520-MAYOR-APPOINTMENT OF ROSE NOBLE TO THE LODGING TAX

Agenda Wording

Mayor Brown has appointed Rose Noble to the Lodging Tax Advisory Committee for a term of March 4, 2024 - March 4, 2025.

Summary (Background)

Rose Noble will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 4, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Rose Noble to the Lodging Tax Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Mayor Brown has appointed Rose Noble to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Rose Noble will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</p>
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?

This appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/04/2024

Date Rec'd	2/5/2024
Clerk's File #	CPR 2000-0031
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 509-625-6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	

Agenda Item Name	0520-MAYOR APPOINTMENT OF GINGER EWING FOR LODGING TAX ADVISORY
-------------------------	---

Agenda Wording

Mayor Brown has appointed Ginger Ewing to the Lodging Tax Advisory Committee (LTAC) for a term of February 12, 2024 to February 12, 2028.

Summary (Background)

The objective of the LTAC is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. It is a 2% special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. See attached briefing paper for further information.

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

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 4, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Ginger Ewing to the Lodging Tax Advisory Committee
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>Mayor Brown has appointed Ginger Ewing to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Ginger Ewing will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</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: <small>Click or tap here to enter text.</small></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p>	

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? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

2/21/2024

Clerk's File #

CPR 1981-0295

Renews #**Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 625-6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

0520-MAYOR-APPOINTMENT OF SAUNDRA NEPERUD TO THE PLAN

Agenda Wording

Mayor Brown has appointed Sandra Neperud to the Plan Commission for a term of March 4, 2024 - March 4, 2028.

Summary (Background)

The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council. The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments.

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

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 4, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Sandra Neperud to the Plan Commission
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>Mayor Brown has appointed Sandra Neperud to the Plan Commission for a term of March 4, 2024 – March 4, 2028.</p> <p>The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.</p> <p>The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.</p> <p>The Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:</p> <ul style="list-style-type: none"> • Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan • Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.
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 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

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?

This appointment aligns with the Plan Commission membership requirements of SMC 04.12.030.



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 03/04/2024

Date Rec'd	2/21/2024
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 509.625.6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions

Council Sponsor(s)	
Agenda Item Name	0520-MAYOR-REAPPOINTMENT OF TIM WILLIAMS TO THE PLAN COMMISSION

Agenda Wording

Mayor Brown has reappointed Tim Williams to the Plan Commission for a term of March 4, 2024 to March 4, 2028.

Summary (Background)

The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council. The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments.

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



Agenda Sheet for City Council:

Committee: **Date:** N/A
Committee Agenda type:

Date Rec'd	2/21/2024
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	

Council Meeting Date: 03/04/2024

Submitting Dept	MAYOR	Project #	
Contact Name/Phone	ADAM 509.625.6779	Bid #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Requisition #	
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Agenda Item Name	0520-MAYOR-REAPPOINTMENT OF JESSE BANK TO PLAN COMMISSION		

Agenda Wording

Mayor Brown has reappointed Jesse Bank to the Plan Commission for a term of March 4, 2024 to March 4, 2028.

Summary (Background)

The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council. The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments.

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/04/2024**Committee Agenda type:** Consent**Date Rec'd** 2/20/2024**Clerk's File #** OPR 2024-0162**Renews #****Cross Ref #** OPR 2023-1212**Council Meeting Date:** 03/04/2024**Submitting Dept** POLICE **Project #****Contact Name/Phone** JUSTIN 4215 **Bid #****Contact E-Mail** JCLUNDGREN@SPOKANEPOLICE.ORG **Requisition #** CR 26051**Agenda Item Type** Contract Item**Council Sponsor(s)** JBINGLE**Agenda Item Name** 0680- JAG 23 SUB AWARD**Agenda Wording**

Subaward agreement between City of Spokane and Spokane County in regards to the JAG 23 grant allocation.

Summary (Background)

In September, 2023, the City of Spokane Police Department filed a joint application with Spokane County. The application was successfully approved and grant funds accepted under OPR 2023-1212. Total award - \$214,815 of which \$96,667 will be subawarded to Spokane County. Grant ID#15PBJA-23-GG-03916-JAGX CFDA#16.738. Period of performance 10/1/2022 to 09/30/2026. This agreement is between the City of Spokane and Spokane County to subaward their allocation of the grant funds.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 96,667

Current Year Cost \$ 96,667

Subsequent Year(s) Cost \$ 0

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

Expense \$ 96667 # 1620-91818-21250-54201-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

HAMMOND, JENNIFER

Division Director

HAMMOND, JENNIFER

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

harnold@spokanecounty.org

SPDFinance@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Justin Lundgren
Contact Email & Phone	jlundgren@spokanepolice.org 625-4115
Council Sponsor(s)	Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	JAG23 Grant Subaward
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In September, 2023, the City of Spokane Police Department filed a joint application with Spokane County. The application was successfully approved and grant funds accepted under OPR 2023-1212. Total award - \$214,815 of which \$96,667 will be subawarded to Spokane County. Grant ID#15PBJA-23-GG-03916-JAGX CFDA#16.738. Period of performance 10/1/2022 to 09/30/2026.</p> <p>This agreement is between the City of Spokane and Spokane County to subaward their allocation of the grant funds. Charges will be billed to SPD and will be reimbursed by Dept. of Justice.</p>
Proposed Council Action	Approval of agreement with Spokane County
Fiscal Impact	
Total Cost: <u>\$96,667</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: Dept. of Justice grant funds	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

**AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT
AND SPOKANE COUNTY IN CONJUNCTION WITH FY23 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT (OPR 2024-0162)**

1. Grantee Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052		2. Contract Amount \$96,667		3. Tax ID# 91-6001370	
				4. UEI# PDNCLY8MYJN3	
5. Grantee Representative Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue (509) 477-7272 harnold@spokanecounty.org			6. City's Representative Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org		
7. Grantor ID #		8. Original Grant ID# 15PBJA-23-GG-03916-JAGX		9. Start Date 10/1/2022	
				10. End Date 9/30/2026	
11. Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other					
12. Federal Funds (as applicable)		CFDA # 16.738		Federal Agency: U.S. Department of Justice	
13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/ Individual <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non – Profit <input type="checkbox"/> For-Profit		
15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.					
16. The CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date 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, (3) Attachment B Budget, (4) Attachment C Statement of Assurances, (5) Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment E FFATA, (7) Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment G National Environmental Policy Act, (9) Attachment H Acknowledgement of Allowable and Unallowable Costs, (10) Attachment I Equal Employment Opportunity Plan Certification Form, and (11) Attachment J CCR Registration of Sub-Recipient DUNS Numbers .					
FOR THE GRANTEE:			FOR THE CITY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

1. SERVICES

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

2. COMPENSATION

- 2.1. The CITY shall reimburse the COUNTY an amount not to exceed Ninety-Six Thousand Six Hundred Sixty-Seven Dollars (\$96,667) as set forth in Attachment B, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. The COUNTY'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 copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the CITY's representative designated hereinafter. Requests for reimbursement by the COUNTY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the COUNTY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement request must be received no later than January 10th to be allowable under the grant. A reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2026.

- 2.2. Requests for reimbursement shall be submitted electronically to:

Kevin Schmitt, Public Safety Accounting Manager
Spokane Police Department
1100 W. Mallon
Spokane, WA 99260
kschmitt@spokanecity.org

- 2.3. Payment shall be considered timely if made by the CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

3. TERM

- 3.1. 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.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested only in the results that can be achieved, and the

conduct and control of the activities as set forth in Section No. 1 and described in Attachment A will be solely with the COUNTY. No agent, employee, servant or otherwise of the COUNTY shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of the COUNTY are not entitled to any of the benefits that the CITY provides for CITY employees. The COUNTY 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.

5. VENUE STIPULATION

- 5.1. 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.

6. COMPLIANCE WITH LAWS

- 6.1. 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:
- 6.1.1. Audits – 2 CFR Part 200;
 - 6.1.2. 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;
 - 6.1.3. 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));
- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200;
- 6.1.5. 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
- 6.1.6. 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
- 6.1.7. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.
- 6.1.8. Washington State Laws and Regulations
 - 6.1.8.1. Affirmative action, RCW 41.06.020 (11);
 - 6.1.8.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
 - 6.1.8.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
 - 6.1.8.4. Discrimination-human rights commission, Chapter 49.60 RCW;
 - 6.1.8.5. Ethics in public service, Chapter 42.52 RCW;
 - 6.1.8.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
 - 6.1.8.7. Open public meetings act, Chapter 42.30 RCW;
 - 6.1.8.8. Public records act, Chapter 42.56 RCW; and
 - 6.1.8.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

7. AUDIT

7.1. General Requirements

- 7.1.1. The COUNTY shall procure audit services based on the following guidelines.
- 7.1.2. The COUNTY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- 7.1.3. The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
- 7.1.4. The CITY reserves the right to recover from the COUNTY all disallowed costs resulting from the audit.
- 7.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The COUNTY must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

7.2. Federal Funds Requirement – 2 CFR Part 200

- 7.2.1. The COUNTY, if expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
 - 7.2.1.1. Grantor agency name;
 - 7.2.1.2. Federal agency;
 - 7.2.1.3. Federal program income;
 - 7.2.1.4. Other identifying contract numbers;
 - 7.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
 - 7.2.1.6. Grantor contract number;
 - 7.2.1.7. Total award amount including amendments (total grant award); and
 - 7.2.1.8. Current year expenditures.
- 7.2.2. If the COUNTY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the COUNTY in accordance with 2 CFR Part 200.
- 7.2.3. The COUNTY shall include the above audit requirements in any subcontracts.
- 7.2.4. In any case, the COUNTY's financial records must be available for review by the CITY and the Department of Justice.

7.3. Documentation Requirements

- 7.3.1. The COUNTY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 Compensation.
- 7.3.2. In addition to sending a copy of the audit, when applicable, the COUNTY must include:
 - 7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the CITY; and
 - 7.3.2.2. Copy of the Management Letter.

8. REPORTING REQUIREMENTS

- 8.1. The COUNTY will use the BJA Performance Metric (PMT) at <https://ojpsso.ojp.gov/> (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by OJP/DOJ. The COUNTY must submit its performance metrics into the BJA system before the 29th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.

- 8.2. The COUNTY must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 8.3. The COUNTY shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this Agreement.

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

- 9.1. The COUNTY 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. NON-DISCRIMINATION

- 10.1. 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 GRANTEE will receive payment under the provisions of this Agreement.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- 11.1. During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the COUNTY's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part. The COUNTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

12. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

- 12.1. In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the COUNTY, the COUNTY will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY.
- 12.2. The COUNTY shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

12.3. The COUNTY is required to ensure compliance with this requirement.

13. NEW CIVIL RIGHTS PROVISION

13.1. The COUNTY 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.

14. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

14.1. The COUNTY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

15.1. The COUNTY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

15.2. If the COUNTY is required to develop an EEOP but not required to submit the EEOP to the OCR, the COUNTY will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the COUNTY is awarded a grant of Five Hundred Thousand Dollars (\$500,000) or more and has fifty (50) or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions

are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <https://www.ojp.gov/program/civil-rights/eeop/faqs>.

16. NON-SUPPLANTING CERTIFICATION

- 16.1. No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.
- 16.2. If the COUNTY currently has other active awards of federal funds, or if the COUNTY receives any other award of federal funds during the period of performance for this award, the COUNTY promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the COUNTY must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

17. APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

- 17.1. The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

18. INDEMNIFICATION

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

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

- 18.3. 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.
- 18.4. These indemnifications and waiver shall survive the termination of this Agreement.
- 18.5. No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

19. INSURANCE

- 19.1. The COUNTY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
 - 19.1.1. GENERAL LIABILITY INSURANCE: The COUNTY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.
 - 19.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that CITY, 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 City, its' officers, agents and employees are named as an additional insured with respect to the 2023 JAG Agreement between the City and Spokane County."
 - 19.1.3. WORKERS COMPENSATION: If the COUNTY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the COUNTY's assurance that coverage is in effect.
 - 19.1.4. PROFESSIONAL LIABILITY INSURANCE: The COUNTY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 19.2. Any exclusion of the Agreement's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the CITY. The COUNTY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed 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 the COUNTY and returned to the Spokane City 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 CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the COUNTY'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.

- 19.3. 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 CITY shall be excess and not contributory insurance to that provided by the COUNTY.
- 19.4. The COUNTY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane City Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY IN CONJUNCTION WITH FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the COUNTY shall forward to the Risk Management Department the original policy, or endorsement obtained.
- 19.5. Failure of the COUNTY 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 CITY's discretion.
- 19.6. Providing coverage in the above amounts shall not be construed to relieve the COUNTY from liability in excess of such amounts.
- 19.7. The COUNTY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the COUNTY the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the CITY under this Agreement and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.
- 19.8. **Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.**

20. MAINTENANCE OF RECORDS

- 20.1. The COUNTY 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.

- 20.2. The COUNTY shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel duly authorized by the CITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 20.3. 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 and an additional three (3) years beyond resolution.

21. TERMINATION FOR CAUSE / SUSPENSION

- 21.1. In the event CITY determines that the COUNTY failed to comply with any term or condition of this Agreement, CITY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 21.2. In the alternative, CITY upon written notice may allow the COUNTY a specific period of time in which to correct the non-compliance. During the corrective-action time period, CITY may suspend further payment to the COUNTY in whole or in part, or may restrict the COUNTY's right to perform duties under this Agreement. Failure by the COUNTY to take timely corrective action shall allow CITY to terminate the Agreement upon written notice to the COUNTY.
- 21.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when CITY determines that the COUNTY did not fail to comply with the terms of the Agreement or when CITY determines the failure was not caused by the COUNTY's actions or negligence. If the Agreement is terminated for cause, the COUNTY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

22. TERMINATION FOR CONVENIENCE

- 22.1. Except as otherwise provided in this Agreement, CITY 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 CITY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

23. TERMINATION PROCEDURES

- 23.1. After receipt of a Notice of Termination, except as otherwise directed by CITY, the COUNTY shall:
 - 23.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;

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

24. DISPUTE RESOLUTION

- 24.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 24.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.
- 24.3. The costs of the arbitration panel shall be equally split between the Parties.

25. CITY REPRESENTATIVE

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

the COUNTY's representative or his/her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement.

26. WAIVER

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

27. MODIFICATION

- 27.1. 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.

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. NOTICES

- 29.1. 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.

30. SURVIVAL

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

31. SEVERABILITY

- 31.1. 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.

32. EXECUTION AND APPROVAL

- 32.1. 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.

33. ACCESS TO DATA

33. In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Agreement to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

34. ACKNOWLEDGEMENT OF FEDERAL FUNDING

- 34.1. The COUNTY shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the COUNTY's or government's expense, shall contain the following statements:
- 34.1.1. "This project was supported by Grant No. **15PBJA-23-GG-03916-JAGX** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

35. ALL WRITINGS CONTAINED HEREIN

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

36. ANTI-KICKBACK

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

37. ASSIGNMENT

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

38. ATTORNEYS' FEES

- 38.1. 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.

39. AUTHORITY TO OBLIGATE AWARD FUNDS CONTINGENT ON NONINTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT (8 U.S.C. 1373 AND 1644); UNALLOWABLE COSTS; NOTIFICATION

- 39.1. If the COUNTY is a "State," a local government, or a "public" institution of higher education:
- 39.1.1. The COUNTY may not obligate Agreement funds if, at the time of the obligation, the "program or activity" of the COUNTY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with Agreement funds is subject to any "information-communication restriction".
 - 39.1.2. In addition, with respect to any project costs it incurs "at risk," the COUNTY may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the COUNTY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 - 39.1.3. Any drawdown of award funds by the COUNTY shall be considered, for all purposes, to be a material representation by the COUNTY to OJP that, as of the date the COUNTY requests the drawdown, the COUNTY and each subcontractor (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
 - 39.1.4. The COUNTY must promptly notify the CITY (in writing) if the COUNTY,

from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the COUNTY, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subcontract (at any tier) to a subcontractor that is a State, a local government, or a public institution of higher education must require prompt notification to the CITY, should the subcontractor have such credible evidence regarding an information-communication restriction.

39.2. Any Agreement, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

39.3. Absent an express written determination by the CITY or DOJ to the contrary, based upon a finding by the CITY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the COUNTY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the COUNTY despite diligent monitoring), any obligations of Agreement funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the CITY or DOJ will give great weight to evidence submitted by the COUNTY that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" Agreement condition.

39.4. Rules of Construction

39.4.1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and

39.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

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

40.1. The COUNTY, 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:

40.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

40.1.2. 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;

- 40.1.3. 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
- 40.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 40.2. Where the COUNTY is unable to certify to any of the statements in this Agreement, the COUNTY shall attach an explanation to this Agreement.
- 40.3. The COUNTY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY.
- 40.4. The COUNTY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 40.4.1. 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.
- 40.4.2. 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.
- 40.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the CITY for assistance in obtaining a copy of these regulations.

41. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 41.1. "Confidential Information" as used in this section includes:
 - 41.1.1. All material provided to the COUNTY by CITY that is designated as "confidential" by CITY;

- 41.1.2. All material produced by the COUNTY that is designated as "confidential" by CITY; and
- 41.1.3. All personal information in the possession of the COUNTY 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).
- 41.2. The COUNTY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The COUNTY and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The COUNTY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the COUNTY shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Grant whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The COUNTY shall make the changes within the time period specified by CITY. Upon request, the COUNTY shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the COUNTY against unauthorized disclosure.
- 41.3. Unauthorized Use or Disclosure. The COUNTY shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

42. CONFLICT OF INTEREST

- 42.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the COUNTY terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this AGREEMENT.
- 42.2. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The COUNTY and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or

position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the COUNTY may be disqualified from further consideration for the award of a contract.

- 42.3. In the event this Agreement is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the COUNTY as it could pursue in the event of a breach of the Agreement by the COUNTY. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

43. COPYRIGHT PROVISIONS

- 43.1. 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 CITY. CITY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CITY effective from the moment of creation of such Materials.
- 43.2. "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.
- 43.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the COUNTY hereby grants to CITY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The COUNTY warrants and represents that the COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CITY.
- 43.4. The COUNTY shall exert all reasonable effort to advise CITY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The COUNTY shall provide CITY with prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any Materials delivered under this Grant. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the COUNTY.
- 43.5. The COUNTY understands and agrees that any training or training materials developed or delivered with funding provided through this Agreement must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at <https://www.ojp.gov/training-and-technical-assistance>.

44. COUNTERPARTS

- 44.1. 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.

45. EXPENDITURES PROHIBITED WITHOUT WAIVER

- 45.1. No funds under this Agreement may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

46. HEADINGS

- 46.1. 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.

47. LICENSING, ACCREDITATION, AND REGISTRATION

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

48. LIMITATION OF AUTHORITY

- 48.1. Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

49. LOSS OF FUNDING

- 49.1. In the event funding from state, federal, or other sources which is the source of funding by the CITY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, CITY may terminate the Agreement 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.

50. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE

- 50.1. With respect to the "program or activity" funded in whole or part under this Agreement, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
- 50.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- 50.3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the COUNTY, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- 50.4. Rules of Construction
- 50.4.1. For purposes of this condition:
- 50.4.1.1. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
- 50.4.1.2. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");
- 50.4.1.3. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);
- Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and
- 50.4.1.4. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.
- 50.4.2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution

of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- 50.4.3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

51. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS

51.1. SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the COUNTY accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

51.1.1. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

51.1.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

51.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

51.1.4. Rules of construction

51.1.4.1. For purposes of this condition:

51.1.4.2. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));

51.1.4.3. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));

51.1.4.4. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.

- 51.1.5. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

52. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NO PUBLIC DISCLOSURE OF CERTAIN LAW ENFORCEMENT SENSITIVE INFORMATION

- 52.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the COUNTY accepts this Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontracts (at any tier).
- 52.1.1. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
- 52.1.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- 52.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, Agreement funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
- 52.1.4. Rules of construction:
- 52.1.4.1. For purposes of this condition:
- 52.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));
- 52.1.4.1.2. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

- 52.1.4.1.3. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- 52.1.4.1.4. The term "public disclosure" means any communication or release other than one: (a) within the COUNTY; or (b) to any subcontractor (at any tier) that is a government entity.
- 52.1.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

53. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE

- 53.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the COUNTY accepts the Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontract at any tier.
 - 53.1.1. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
 - 53.1.2. Monitoring: The COUNTY's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
 - 53.1.3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

53.1.4. Rules of construction:

53.1.4.1. For purposes of this condition:

53.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

53.1.4.1.2. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

53.1.4.2. Nothing in this condition shall be understood to authorize or require any COUNTY, any subcontractor at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

53.1.4.3. Applicability:

53.1.4.3.1. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

53.1.4.3.2. Current DHS practice is to use the same form for a second, distinct purpose, to request that an individual be detained for up to forty-eight (48) hours after the scheduled release. This condition does not encompass such DHS requests for detention.

53.1.4.4. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award conditions are incorporated by reference as though set forth here in full.

54. ORDER OF PRECEDENCE:

54.1. In the event of an inconsistency between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

54.1.1. Applicable federal and State of Washington statutes and regulations;

54.1.2. Face Sheet;

54.1.3. Attachment A-Scope of Work; and

54.1.4. Attachment B-Budget.

55. POLITICAL ACTIVITIES

- 55.1. Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.
- 55.2. 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.

56. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 56.1. The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

57. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

- 57.1. A COUNTY which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Agreement.
- 57.2. The COUNTY's procurement system should include at least the following:
 - 57.2.1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
 - 57.2.2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
 - 57.2.3. Minimum procedural requirements, as follows:
 - 57.2.3.1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 - 57.2.3.2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;
 - 57.2.3.3. Positive efforts shall be made to use small and minority-owned businesses;
 - 57.2.3.4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the COUNTY, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;
 - 57.2.3.5. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
 - 57.2.3.6. Some form of price or cost analysis should be performed in connection with every procurement action;

57.2.3.7. Procurement records and files for purchases shall include all of the following:

- 57.2.3.7.1. GRANTEE's selection or rejection;
- 57.2.3.7.2. The basis for the cost or price; and
- 57.2.3.7.3. Justification for lack of competitive bids if offers are not obtained.
- 57.2.3.7.4. A system for Grant administrator to ensure COUNTY conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
- 57.2.3.7.5. The COUNTY and subgrantees must receive prior approval from the CITY for using funds from this Agreement to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000.

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

58. PUBLICITY

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

59. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

59.1. On September 1, 2018, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

59.2. Effective September 1, 2018, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in material incorporated by reference through conditions, and references set out in other requirements.

60. REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

60.1. Failure to comply with any one or more of these Agreement requirements – whether a condition set out in full below, a condition incorporated by reference below, or a

certification or assurance related to conduct during the award period – may result in the CITY or OJP taking appropriate action with respect to the COUNTY and the agreement. Among other things, the CITY may withhold funds, disallow costs, or suspend or terminate this Agreement. The CITY may also take other legal action as appropriate.

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

61. REQUIREMENTS OF THE AWARD

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

62. REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS

- 62.1. The COUNTY may not make a subcontract to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subcontractor responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subcontractor responses must be collected and maintained by the COUNTY, consistent with regular document retention requirements, and must be made available to the CITY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

63. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

- 63.1. If the COUNTY is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the COUNTY must disclose that fact and certain related information to the CITY and DOJ by email at kschmitt@spokanecity.org and jeffrey.felten-green@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the COUNTY's past performance, or other programmatic or financial concerns with the COUNTY. The COUNTY's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high-risk

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

64. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

64.1. The COUNTY, and any subcontractor at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient): 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a Federal information system (OMB Circular A-130). The COUNTY's breach procedures must include a requirement to report actual or imminent breach of PII to the CITY's Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

65. RIGHT OF INSPECTION

65.1. The COUNTY shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

66. SITE SECURITY

66.1. While on CITY premises, the COUNTY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

67. SPECIAL PROVISIONS

67.1. Applicable and attached and incorporated by reference to this Agreement is the following: Attachment C Statement of Assurances; Attachment D Certification Regarding Debarment, Suspension, Ineligibility; Attachment E FFATA; Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment G National Environmental Policy Act; Attachment H Acknowledgment of Allowable and Unallowable Costs; Attachment I Equal Employment Opportunity Plan Certification Form; Attachment J CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Subrecipient Compliance Verification.

68. SUBCONTRACTORS

68.1. The COUNTY shall seek and whenever appropriate will receive approval from the CITY for all subcontracts under this Agreement. All subcontractors employed or used by the COUNTY to provide the services under the terms of this Agreement agree to comply with this Agreement. The COUNTY shall notify the CITY's representative of any

subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

69. SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM

- 69.1. Consonant with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. ch. 409, if the GRANTEE, or any subrecipient at any tier, uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the COUNTY (or subcontractor, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".
- 69.2. In the event of minor and transitory non-compliance, the COUNTY may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

70. TAXES

- 70.1. If this Agreement applies to COUNTY staff, all payments accrued on account of payroll taxes, unemployment contributions, the COUNTY income or gross receipts, any other taxes, insurance or expenses for the COUNTY or its staff shall be the sole responsibility of the COUNTY.

ATTACHMENT A
SCOPE OF WORK

The Agreement is to clearly identify the roles and responsibilities of the COUNTY as they relate to the FY23 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2022 and terminates September 30, 2026. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The COUNTY further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the City of Spokane to prevent and reduce crime and violence in the City of Spokane and Spokane County.
3. Subject to all administrative and financial requirements under Award Number 15PBJA-23-GG-03916-JAGX forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29th of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the JustGrants System website. These reports are considered to be timely filed if submitted no later than the 29th of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an “OJP financial management and grant administration training” by 120 days after the date of the GRANTEE’s acceptance of the award.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an “OJP financial management and grant administration training” by 120 calendar days after – (1) the date of OJP’s approval of the “Change Grantee Contact” GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in JustGrants (in the case of a new FPOC). Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider “OJP financial management and grant administration training” for purpose of this condition is available at <http://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

OJP will immediately withhold (“freeze”) award funds if the GRANTEE fails to comply with this condition. Failure to comply also may lead OJP to impose additional appropriate conditions on this award.

ATTACHMENT B
BUDGET

Funding Category	Computation	Amount
SPOKANE COUNTY PROSECUTOR’S OFFICE		
• Salaries & Benefits-Legal Secretary		
• 53% of yearly costs		\$48,333
SPOKANE COUNTY SHERIFF’S OFFICE		
• CCTV Security System		\$16,399.00
• Four(4) Mounted Radar Systems		\$7,768.00
SPOKANE VALLEY POLICE DEPARTMENT		
• Security System Upgrades		\$24,167
Total Budget		\$96,667

Approved expenditures for the program as set forth in Attachment A (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the COUNTY’S representative listed on the face sheet to this Agreement. Any amendments to the budget must be made in writing and approved by the COUNTY’S representative listed on the face sheet to this Agreement.

The COUNTY shall obligate all grant funds prior to June 30, 2026. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY.

Payment will be on a cost reimbursement basis only.

If eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and elects to use the “de minimis” indirect cost rate, the COUNTY must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

The COUNTY and any subcontractor at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appear in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

PREPARED BY			DEPT APPROVAL	DATE
-------------	--	--	---------------	------

ATTACHMENT C

STATEMENT OF ASSURANCES

The COUNTY:

1. The COUNTY and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a “subaward” (and therefore does not consider a procurement “contract”). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The COUNTY has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. The COUNTY and any subcontract at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The COUNTY also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this AGREEMENT, the COUNTY is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. The COUNTY and any subcontractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud,

waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: 1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this 2021 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
9. The COUNTY and any subcontractor at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021?msclkid=e4131fc2b06711ec86b7df563f71f296> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the COUNTY or subrecipient would or might fall within the scope of an appropriations-law restriction, the COUNTY is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
10. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
11. Will follow the “Federal Leadership on Reducing Text Messaging While Driving”, 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
12. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
13. Must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the JustGrants System to document changes.
14. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines. The COUNTY and any subgrantee at any tier, must conform to the Global Standards Package (GSP)

and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The COUNTY and any subgrantee at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15. Agrees that within one hundred twenty (120) days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four (4) years if multiple OJP awards include this requirement. The required training is available free of charge online through BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the COUNTY must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
16. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The COUNTY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the COUNTY's Agreement. Further the COUNTY agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the COUNTY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the COUNTY's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
18. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
19. Will comply with Title II of the Americans with Disabilities Act of 1990.
20. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
21. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
22. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion,

age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The COUNTY further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

23. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment for Faith Based Organizations” (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the COUNTY must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
24. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the COUNTY or individuals defined as employees of the COUNTY. Details of COUNTY’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations.

Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
29. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
30. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.prf>.
31. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described as follows: a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List; b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award; c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
32. If award funds are being drawn down in advance, the COUNTY (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The COUNTY (and subgrantee's) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The COUNTY also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of performance for the award and expend within ninety (90) days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Authorized Signature for the County:

VALID THROUGH

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT D

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION
CERTIFICATION FORM**

NAME [REDACTED]		Doing business as (DBA) [REDACTED]	
ADDRESS [REDACTED]	Applicable Procurement or Solicitation #, if any: [REDACTED]	WA Uniform Business Identifier (UBI) [REDACTED]	Federal Employer Tax Identification #: [REDACTED]
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.

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT E

FFATA FORM

Subrecipient Agency: <input type="text"/>		Date Completed: <input type="text"/>	
Grant and Year: <input type="text"/>		Agreement Number: <input type="text"/>	
Completed by: _____ <i>Name</i>		_____ <i>Title</i>	
_____ <i>Telephone</i>			
STEP 1			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/> GO to Step 2
STEP 2			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 3			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 4			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> GO to STEP 5
STEP 5			
Executive #1	Name: _____		
	Total Compensation amount: \$ _____		
Executive #2	Name: _____		
	Total Compensation amount: \$ _____		
Executive #3	Name: _____		
	Total Compensation amount: \$ _____		
Executive #4	Name: _____		
	Total Compensation amount: \$ _____		
Executive #5	Name: _____		
	Total Compensation amount: \$ _____		
STEP 6			
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>			

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

* Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT F

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS

October 1, 2022 through September 30, 2026

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

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

1. In accepting this Agreement, the COUNTY:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the COUNTY does or is authorized to make subcontracts or contracts under this Agreement:

It represents that:

- It has determined that no other entity that the GRANTEE's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written

notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT G

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The COUNTY understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The COUNTY further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to the COUNTY’s Existing Program or Activities: For any Grantee or its subcontractors existing programs or activities that will be funded by this Agreement, the COUNTY, upon specific request from the COUNTY or BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

The COUNTY agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the COUNTY agrees to contact the CITY’s representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

- | Yes | N/A | Activity |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. listed on or eligible for listing on the National Register of Historical Places;
or |
| <input type="checkbox"/> | <input type="checkbox"/> | b. located in an environmentally or historically sensitive area, including
properties located within a 100-year flood plain, a wetland, or habitat for
endangered species. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. A renovation, lease, or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office,
residential, etc.); or |
| <input type="checkbox"/> | <input type="checkbox"/> | b. significantly change its size (total structure, not program’s portion thereof). |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than
chemicals that are: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. purchased as an incidental component of the funded activity; or |
| <input type="checkbox"/> | <input type="checkbox"/> | b. traditionally used, for example, in office, household, recreational, or
educational environments. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine
laboratory operations, including the identification, seizure, or closure of
clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: _____

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Representing: _____

ATTACHMENT H

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments A and B of the Agreement, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

ATTACHMENT I
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: _____

Address: _____

Is agency a: Direct or Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? Yes No

DUNS Number: _____

Vendor Number (only if direct recipient) _____

Name and Title of Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Print or Type Name and Title

Signature

Date

ATTACHMENT J

CCR REGISTRATION OF SUB-RECIPIENT UEI NUMBERS

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

The COUNTY also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the COUNTY) the unique entity identifier required for SAM registration.

The details of the COUNTY’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Failure to maintain a valid UEI and SAM registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Spokane County Office of Financial Assistance Compliance Checklist

A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM					
		Yes	No	N/A	Comments
1.	EEOP total exemption criteria:				
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b.	Recipient agency is an educational institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c.	Recipient agency is an Indian Tribe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d.	Recipient agency is a medical institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e.	Recipient agency is a non-profit organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f.	Recipient agency's award is less than \$25,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Not Totally Exempt:					
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Was the EEOP submitted to DOJ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Approval and Expiration dates				Effective Date: Expiration Date:
6.	EEOP is available for review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to DOJ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	EEOP has been formulated and signed into effect within the past two (2) years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Generic Civil Rights Compliance (Non-EEOP):					
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?				<input type="checkbox"/> Job Announcements <input type="checkbox"/> Web Site <input type="checkbox"/> Posters <input type="checkbox"/> Other (specify):
10.	How does the agency notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)				<input type="checkbox"/> Job Announcement <input type="checkbox"/> Orientation Training <input type="checkbox"/> Web Site <input type="checkbox"/> Refresher Training <input type="checkbox"/> Posters <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify):

Spokane County Office of Financial Assistance Compliance Checklist

		Yes	No	N/A	Comments	
11.	Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights? Explain	<input type="checkbox"/>	<input type="checkbox"/>			
12. Grievance Procedures – Notification – Training - Point of Contact						
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Policy & Procedures <input type="checkbox"/> Web Site or Intranet <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Collective Bargaining Agreement <input type="checkbox"/> Other (specify):	
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G (Who).	<input type="checkbox"/>	<input type="checkbox"/>		Designee's Title: _____	
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability (How).	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Job Announcement <input type="checkbox"/> Orientation Training <input type="checkbox"/> Web Site <input type="checkbox"/> Refresher Training <input type="checkbox"/> Posters <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify): _____	
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Orientation Training <input type="checkbox"/> Supervisor's Training <input type="checkbox"/> Refresher Training (type): <input type="checkbox"/> Other (specify): _____	
Limited English Proficiency					Jurisdiction in general Law Enforcement	
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Assessed LEP population & critical services	<input type="checkbox"/>
<input type="checkbox"/> Hiring LEP language proficient speakers					<input type="checkbox"/>	
<input type="checkbox"/> Training personnel in LEP languages					<input type="checkbox"/>	
<input type="checkbox"/> Coordinating for LEP speakers in advance					<input type="checkbox"/>	
<input type="checkbox"/> LEP speakers called upon contact					<input type="checkbox"/>	
<input type="checkbox"/> Language Line used					<input type="checkbox"/>	
<input type="checkbox"/> Corresponding common phrase (crib) sheets					<input type="checkbox"/>	
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (<i>Not a requirement, a question</i>)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Jurisdiction in general <input type="checkbox"/> Law Enforcement	
		Yes	No	N/A	Comments	

Spokane County Office of Financial Assistance Compliance Checklist

15.	Education Program or Activity operated by the agency, has the agency taken the following actions:				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54? (Who)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Designee's Title: █
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
16.	Religious Activities , if conducted as part of its program or services:				
a.	Provide services to everyone regardless of religion or religious belief	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
17.	Finding/Rulings				
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), within the last two years? – Explain if Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
b.	Was DOJ (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
c.	Corrective action, as negotiated or directed, been implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
B. DRUG-FREE WORKPLACE		Yes	No	N/A	Comments
19.	Does the agency have a Drug-Free Workplace policy in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	█
20.	Who administers the Drug-Free Workplace Program?				Office or Position Title: █
		Yes	No	N/A	Comments

Spokane County Office of Financial Assistance Compliance Checklist

21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Do violations result in: • Termination • Penalties • Rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Was DOJ (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Was appropriate personnel action taken within 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. CONFLICT OF INTEREST					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant within the last two years? (Limit response to project's personnel, supervisors and policy chain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Was DOJ (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Describe the allegation or finding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification: The undersigned certifies that the above is a true representation of the Civil Rights and other issues covered by this checklist for (responding City, County, or Tribal jurisdiction):

Signature (of Human Resources/Personnel Respondent)

Date

Signature (of grant activity coordinator (items 13, 14, 17 & 23-27) Date

Printed Name & Title of Respondent

Printed Name & Title of Respondent

NOTE: Project coordinator/liaison for the grant supported activity (right signature block) should respond to questions with color accented line numbers (13, 14, 17, and 23-27) as in some jurisdictions these events are not consistently reported to Human Resources/Personnel.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/21/2024

Clerk's File #

OPR 2020-0915

Renews #**Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

CONTRACTS & PURCHASING

Project #**Contact Name/Phone**

JASON 232-8841

Bid #

IRFP 5339-20

Contact E-Mail

JNECHANICKY@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

5500-PURCHASING-OPR 2020-0915 UPDATES

Agenda Wording

Update to OPR 2020-0915 for CDL training with Spokane CDL School LLC (Spokane, WA). The original contract dated December 9 and 11, 2020 with the contract amendment effective June 23, 2023. Cost \$30,000 and applicable tax for everything.

Summary (Background)

Amendment is to cover the following changes to the original contract. Company name changed due to a buy-out. This needs to be reflected. Second is to allow the contractor to cover minor incidental expenses on behalf of the student and then invoice the City accordingly. This will improve the overall administrative burden for the City by reducing the number of independent payments. Finally, the increased contract award amount will cover outstanding invoices from 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 158,000

Current Year Cost \$ 30,000

Subsequent Year(s) Cost \$ New RPF in process for balance of 2024 and future years

Narrative

Contract was awarded through a competitive iRPF 5339-20, from which 3 companies submitted Bids.

Amount**Budget Account**

Expense \$ 30,000

Various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

Roman Obermok - roman@tdrtruck.com	ablack@spokanecity.org
treiss@spokanecity.org	laga@spokanecity.org
jnechanicky@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	2/26/2024
Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org 509-232-8841
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	OPR 2020-0915 Updates
Proposed Council Action	<input checked="" 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>Our master contract for CDL training with L&T needs multiple updates. First L&T was purchased by Spokane CDL Schools and the contract needs to be reassigned. Second we need to adjust the terms to allow the contractor to cover minor incidental expenses on behalf of the student and then invoice the City accordingly. This adjustment improve the overall administrative burden for the City by reducing the number of independent payments. The final adjustment is to increase to overall contract award amount, more training was required than was estimated when the contract was awarded. We have outstanding invoices from 2023 that still need to be paid.</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>158,000</u></p> <p> Current year cost: 30,000 (for this contract)</p> <p> Subsequent year(s) cost: New RFP in process for balance of 2024 and future years.</p> <p>Narrative: <u>Contract was awarded through a competitive iRFP 5339-20, from which 3 companies submitted Bids.</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: Program revenue</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>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A, Commercial Drivers License training is required for a Commercial Drivers License which is required by various operational departments. • 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, students are trained and upon training test for their drivers license endorsement. 	

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

N/A CDL is required by State and Federal statutes.

- 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?

CDL endorsements are required by State and Federal statutes, training ensures compliance with endorsement requirements.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Historically master contracts of this nature are not reviewed by subcommittee.

EXHIBIT B – PRICING FORM

TYPE OF CLASS/OPTION	DESCRIPTION OF VEHICLES COVERED	ENDORSEMENT TYPE/DESCRIPTION OF CLASS	COST PER PERSON PER CLASS, ENDORSEMENT OR OPTION AS DOLLAR AMOUNT
CLASS A	Training Equipment Options: Tractors- 3 axles, 2 axles, 10 speeds, 7 speeds, automatics. Trailers: 48 ft vans, 30ft vans, flatbeds, pintle hook flatbeds air brakes and or electric brakes.	Training Curriculum: 4 weeks 160 hour program or 5 weeks 200 hour program Classroom hours- 40 or 80 hours Observation hours- 70 Street Driving hours - 18 Backing hours - 16 Proficiency hours - 16 Hazardous hours -16	Class Tuition: \$3,400.00*
ENDORSEMENT OPTIONS FOR CLASS A		1: Tankers 2: doubles and triples 3: hazardous materials	hazardous material endorsement: \$286.00
CLASS B	Training Equipment: Straight flat bed trucks- 7 speed manuals, or automatics	Training Curriculum: 2 week program: 80 hours Classroom hours- 40 hours Observation hours- 10 Street Driving hours- 14 Backing- 8 Proficiency- 8 Hazardous-16	Class Tuition: \$2,400.00*
ENDORSEMENT OPTIONS FOR CLASS B		1: tankers 2: hazardous materials	hazardous material endorsement: \$286.00

TYPE OF CLASS/OPTION	DESCRIPTION OF VEHICLES COVERED	ENDORSEMENT TYPE/DESCRIPTION OF CLASS	COST PER PERSON PER CLASS, ENDORSEMENT OR OPTION AS DOLLAR AMOUNT
UPGRADE FROM CLASS B TO CLASS A	automatic transmission tractor- 5th wheel or pintle hook flatbed trailer or van trailer	2 weeks 80 hours program: 16 hour classroom the remaining hours are behind wheel time.	Class Tuition: \$2,400*
UPGRADE FROM CLASS B TO CLASS A	manual transmission tractor, 5th wheel trailer van or flatbed	3 weeks 120 hours program: Street Driving Hours-18 Observation Hours-30 Backing- 16 Proficiency-16 Hazardous-16	Class Tuition: \$2,400.00*
ENDORSEMENT OPTIONS FOR UPGRADE FROM CLASS B TO CLASS A		1: tankers 2:doubles and triples 3: hazardous materials	hazardous material endorsement: \$286.00
CLASS C	Equipment: automatic passenger van	36 hour program- passenger and hazardous material endorsement. Classroom- 40 Street driving- 14 Backing-8 Observation-10 Proficiency-8 Hazardous-16	Class Tuition: \$1600.00*
ENDORSEMENT OPTIONS FOR CLASS C		1: passengers, Hazardous material Endorsement	Included in Class Tuition cost

Firm to accompany City employee to DOL test facility			Included at no charge with Class Tuition
Firm to provide mini-awareness training on the equipment the employee will operate during testing and after obtaining CDL License.		After class on hourly rate basis:	Included in Class Tuition –no charge If after Class is completed –hourly rate of: \$60.00
Firm to evaluate driver proficiency after an accident involving City equipment and offer a 4 hour refresher course to include classroom instruction and driving skills enhancement.		On hourly rate basis	hourly rate of: \$60.00
Firm to provide an option for remedial training, at an hourly rate, to trainees who have completed the curriculum but fail to acquire a CDL after testing.		Yes this can be an additional training course consisting from 5 to 10 hours.	HOURLY RATE: \$60.00 per hour
Option to use City Equipment at no charge or flat fee			FLAT FEE IF APPLICABLE: No Charge
Firm to provide physical and drug test if requested			\$135.00
<p>*Tuition fees do not include third-party supplemental expenses related to Commercial Driver License. City is responsible for these fees. These can include (but not limited to): Commercial learners permit & written test (\$75.00), Driving abstract (record) (\$13.00), DOT Physical & Drug Screening (Varies), Entry Level Driver Training Class fee(s) (\$25.00), Skills drive test (\$250.00), and Commercial driver License (\$102.00 plus endorsements).</p> <p>Prices for these third-party fees may be subject to change during the term of this contract.</p>			



City of Spokane

CONTRACT AMENDMENT

Title: Master Contract
CDL Training Services

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE CDL SCHOOL, LLC, whose address is 3009 S Geiger Blvd, Spokane, WA 99224, 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 COMMERCIAL DRIVER LICENSE TRAINING SERVICES TO THE CITY OF SPOKANE; and

WHEREAS, the City needs to add funds and file an updated rate sheet;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 9 and 11, 2020, 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 June 23, 2023.

3. **AMENDMENT.** Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~a. Fees for class including Skills Drive Test: \$250.00, Written Test and Permit: \$75.00, and Driving Abstract: \$13.00 are the financial responsibility of the employee taking the class until the employee obtains the applicable commercial driver's license. The City may choose to pay the fees to the Firm directly and be reimbursed by the employee or have the employee pay the fees directly to the Firm."~~

Third-party Fees for class including Skills Drive Test, Written Test and Permit, Entry Level Driver Training (ELDT) Course fee, and Driving Abstract. The City may choose to pay the fees to the Firm directly, alternatively the Company may pay the fees to the third-party Firm on behalf of the City and invoice the City accordingly."

4. **COMPENSATION.** The City shall pay Company a maximum amount not to exceed THIRTY THOUSAND AND NO/100 DOLLARS, (\$30,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.

License Information:

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

Entity name: SPOKANE CDL SCHOOL, LLC

Business name: SPOKANE CDL SCHOOL, LLC

Entity type: [Limited Liability Company](#)

UBI #: 605-205-228

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3009 S GEIGER BLVD
SPOKANE WA 99224-9327

Mailing address: 3009 S GEIGER BLVD
SPOKANE WA 99224-9327

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
------------------------------------	-----------	-------	---------	--------	-----------------	---------------------



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2024	Jun-23-2023

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

Governing people

Title

OBEREMOK, ROMAN

The Business Lookup information is updated nightly. Search date and time: 8/23/2023 9:54:09 AM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2023

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 AssuredPartners of WA 2801 Commercial Ave, Suite 1 Anacortes WA 98221	CONTACT NAME: PHONE (A/C. No. Ext): 360-293-2135		FAX (A/C. No): 360-293-2385
	E-MAIL ADDRESS: CERTS.ANACORTES@ASSUREDPARTNERS.COM		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Western National Assurance			24465
INSURED SPOKANE CDL SCHOOL 2919 S GEIGER BLVD SPOKANE WA 99224	SPOKA-2		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 2123413921

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP1318009	8/28/2023	8/28/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1318091	8/28/2023	8/28/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CPP1318009	8/28/2023	8/28/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>	STOP GAP
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PHYSICAL DAMAGE			CPP1318091	8/28/2023	8/28/2024	\$1,000 DED	COMP & COLL

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

CITY OF SPOKANE IS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY PER THE BLANKET ADDITIONAL INSURED ENDORSEMENTS AS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE
 909 E SPRAGUE AVE
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**A. Who Is An Insured**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
----------------------------------	----------------	----------------	-------------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SPECIALTY SOLUTIONS ENHANCEMENT

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit Of Insurance
Abduction	\$50,000 per Abduction/\$50,000 Aggregate/\$1,000 deductible
Additional Insured – Broad Form Vendors	Included
Additional Insured – Lessor Of Leased Equipment	Included
Additional Insured – Managers Or Lessors Of Premises	Included
Additional Insured – State Or Political Subdivisions – Permits	Included
Additional Insureds By Written Contract	Included
Broad Form Property Damage	\$25,000 Per Occurrence
Broad Knowledge/Notice Of Occurrence	Included
Damage To Premises Rented To You	\$300,000 Any One Premises
Designated Location(s) – General Aggregate Limit	Included
Employee Bodily Injury To A Co-Employee	Included
Insured Contract Amended	Included
Medical And Dental Payments	\$10,000 Medical Expense Limit
Mobile Equipment	Included
Non-Owned Watercraft	51 Feet
Occupational License Review Expense	\$2,500 Per Review/\$5,000 Aggregate
Property Damage Liability – Borrowed Equipment	\$25,000 Occurrence/\$50,000 Aggregate
Property Damage Liability – Elevator And Sidetrack Agreement	Included
Supplementary Payments Increased Limits	
Bail Bonds	\$2,500
Loss Of Earnings Per Day	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion **2.g.(2)** is revised as follows:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for “bodily injury” or “property damage” liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

II. Damage To Premises Rented To You

Under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to “Property Damage” to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- 1. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- 2. \$300,000

Under **Section III – LIMITS OF INSURANCE**, paragraph **6.** does not apply.

III. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B, are revised as follows:

- 1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
- 2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

- 1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
- 2. The provision, in **C.1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I – COVERAGE A**, Exclusion **2.j.** is amended as follows:

- 1. Paragraph **(3)** does not apply.
- 2. Paragraphs **(4)** and **(6)** do not apply to customer’s property at your described premises.

We do not cover any property:

- 1. Subject to motor vehicle registration; or
- 2. While being used to perform construction operations.

Our limit for any one “occurrence” under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VI. Occupational License Review Expense

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Insuring Agreement

Subject to the per review and annual aggregate limits of insurance stated in this endorsement, we agree to pay the “insured” for reasonable and necessary covered expenses, as listed below, incurred and paid by the “insured” as a direct result of a “occupational license review”, conducted by a governmental bureau, board, commission or department, occurring during the policy period and in the “coverage territory”.

a. Covered Expenses include:

- (1) Fees and expenses of any licensed independent investigative services or legal counsel, hired by the “insured” for the purpose of assisting or representing the “insured” at the “occupational license review”; and
- (2) Costs of travel, accommodations, and meals incurred by the “insured” in order to appear before the governmental bureau, board, commission or department.

b. Exclusions

This coverage will not pay for:

- (1) Hearing fees; or
- (2) Fines, judgments, lawsuits, or settlement amounts as the result of or in conjunction with the “occupational license review”; or
- (3) Expense(s) directly or indirectly caused or resulting from the fraudulent, dishonest, or criminal acts of the “insured”, any director or officer of the “insured”, or agents thereof, whether acting alone or in collusion with others; or
- (4) Lost salary or wages claimed by or for any “insured” while preparing for or attending the “occupational license review”.

2. For the purposes of the coverage provided by this provision, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

With respect to this endorsement only, the following apply:

- a. The per review limit of insurance shown in this endorsement is the most we will pay per review, regardless of the number of “insureds” reviewed or subject to the “occupational license review”.
- b. The annual aggregate limit of insurance shown in this endorsement is the most we will pay for all covered expenses for each policy period.
- c. In the event that the “occupational license review” continues over more than one policy period, the expenses shall be limited to the annual aggregate applicable to the policy period when the license review began.
- d. In no event will any expense claimed for an “occupational license review” be recoverable as expense for another “occupational license review”.
- e. The limits of insurance stated in this endorsement are not part of and are in addition to, the Liability Limits of Insurance shown in the Declarations for this policy.

3. For the purposes of the coverage provided by this provision, the following are added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. In the event of a “occupational license review” during the policy period, the “insured” will:
 - (1) Make every reasonable effort to give us immediate written notice and timely updates concurrent with activity regarding the “occupational license review”;
 - (2) Provide us with the official report of the “occupational license review”; and
 - (3) Provide us with documentation, including receipts, for expenses claimed under this coverage.
- b. The insurance under this endorsement will be excess over any other valid insurance or bond.

4. For the purposes of the coverage provided by this provision, the following are added under **SECTION V – DEFINITIONS**:
- a. “Insured” as used in this endorsement means an employee of the Named Insured shown in the Declarations, but does not include leased or temporary workers or volunteers. “Insured” does not include the Named Insured, unless the Named Insured is an individual person operating as a sole proprietorship, or any other business, whether corporation, partnership, limited liability company or other organization. “Insured” only includes natural persons.
 - b. “Occupational license review” means a formal or informal proceeding conducted by a governmental bureau, board, commission or department charged with regulating the “insured’s” occupational license and involving the review, modification, denial, suspension, or nonrenewal of the “insured’s” occupational license or involving disciplinary action against the “insured”, including proceedings to impose a forfeiture or penalty; but “occupational license review” does not include a proceeding concerning any criminal or civil charge brought against the “insured”.

VII. Abduction

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Insuring Agreement

Subject to the limits, aggregate and deductible as stated in this endorsement, we agree to pay the insured for reasonable and necessary Covered Expenses, as listed below, incurred and paid by the insured or “Guardian(s)” as a direct result of an “abduction” occurring during the policy period and in the “coverage Territory”, provided that such “abduction” is otherwise the subject of this endorsement hereunder. Payment of such Covered Expenses may continue until the earliest of the following unless otherwise stated:

- a. Up to fourteen (14) days after the recovery of the “Covered Individual(s)”; or
- b. Discovery of the death of the “Covered Individual(s)”; or
- c. Twelve (12) months after the date of the “abduction”.

Covered Expenses include the following incurred expenses:

- a. Fees and expenses of any independent investigative services, provided that we have given prior consent to the use of such independent investigative services; and
- b. Reward to an “Informant” for information leading to the recovery of the “Covered Individual(s)” and the arrest and conviction of the party(ies) responsible for the “abduction”; and
- c. Fees and expenses of independent forensic analysts engaged by the insured or “Guardian(s)” with prior authorization from us; and
- d. Fees and expenses of public relations consultants to assist in the location of the “Covered Individual(s)”; and
- e. Publicity costs incurred solely and directly to assist in the resolution of an “abduction”; and
- f. Costs of travel and accommodations incurred by the insured or “Guardian(s)” while attempting to resolve an “abduction”; and
- g. Rest and rehabilitation expenses including travel, lodging and meals of the “Covered Individual(s)” and “Guardian(s)” incurred by the “Guardian(s)” and paid by the insured following resolution of the loss covered hereunder. The total amount under this provision shall not exceed \$10,000 for any single loss; and
- h. Lost salary of “Guardian(s)”, which is the amount of compensation paid at an annual rate including the average bonuses and commissions, that the “Guardian(s)” would normally have earned; and
- i. Fees for psychological or psychiatric counseling for the benefit of “Guardian(s)”, or siblings of the “Covered Individual(s)” beginning on the date of recovery of the “Covered Individual(s)”, until the earliest of the following:
 - (1) Up to three (3) months after the recovery or discovery of the death of the “Covered Individual(s)”; or
 - (2) Twelve (12) months after the date of the “abduction”; and

- j. Fees for psychological or psychiatric counseling for the benefit of “Covered Individual(s)” beginning on the date of recovery of the “Covered Individual(s)” and continuing up to twelve (12) months thereafter; and
- k. Medical services and hospitalization costs incurred for the “Covered Individual(s)” as a result of the “abduction” beginning on the date of recovery of the “Covered Individual(s)” and continuing up to twelve (12) months thereafter; and
- l. Funeral and burial expenses of “Covered Individual(s)” resulting from an “abduction”.

2. Exclusions

We will not pay any expense(s) directly or indirectly caused or resulting from:

- a. The fraudulent, dishonest, or criminal acts of any “Insured”, any director or officer of the “Insured”, parents or “Guardian(s)” or agents thereof, whether acting alone or in collusion with others; or
- b. Any legal liability or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the “abduction”; or
- c. Payment of any “ransom” or demand for money.

For the purposes of the abduction coverage provided by this provision, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

- 1. The Limits of Insurance shown on this Endorsement and the rules below fix the most that we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bring “suits”.
- 2. The Aggregate Limit shown on this Endorsement is the most we will pay for all Covered Expenses for each policy period.

All expenses arising from an act or series of related acts involving one or more persons or an act error or event or a series of related acts, errors or events shall be treated as arising out of one “abduction”. However we will not pay for any loss resulting from an “abduction” which is part of a series of related acts that began prior to the effective date of this insurance.
- 3. In no event will any expense claimed, incurred or paid under one “abduction” be recoverable under another “abduction”.
- 4. The “abduction” limit is included as part of the Limits of Insurance under the Liability and Medical Expenses Aggregate Limit.
- 5. We will not pay for loss in any one “abduction” until the amount of loss exceeds the deductible shown on this Endorsement. We will then pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance as shown in this Endorsement. The deductible will not reduce the Limit of Insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 1. In the event of an “abduction” during the Policy Period, the “Insured” will make every reasonable effort to:
 - (a) Determine that the “abduction” has actually occurred prior to incurring costs; and
 - (b) Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
 - (c) Immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter.
- 2. **Confidentiality**

The “Insured” will use all reasonable efforts not to disclose the existence of this Endorsement.
- 3. **Other Insurance**

The insurance under this Endorsement will be excess over any other valid insurance.

4. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

5. Due Diligence

You and every insured or “guardian” must exercise due diligence in doing all things reasonably practicable to avoid or diminish any loss covered under this insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION V – DEFINITIONS:**

1. “Abduction” means the wrongful and illegal seizure of a “Covered Individual(s)”, by someone other than a “Guardian(s)” or an agent thereof, from the “premises” of the insured or on any other premises while such “Covered Individual(s)” are under the control of the insured occurring during the policy period. “Abduction” as used in this endorsement does not include the actions of any official acting within their lawful authority.
2. “Covered Individual(s)” means individual(s) under the care, custody and control of the insured.
3. “Informant” means any person, other than a “Covered Individual”, providing information not otherwise obtainable solely in return for a reward offered by the insured.
4. “Guardian(s)” means the natural and legal Parent(s) or legal and appointed Guardian, step-Parent(s) or foster Parent(s) of a “Covered Individual(s)” regardless of who has legal custody.
5. “Premises” means any place the insured conducts business.
6. “Ransom” means a consideration paid or demanded for the release of a “Covered Individual(s)” from captivity.

VIII. Property Damage Liability – Elevators And Sidetrack Agreements

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
2. Exclusion k. does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

IX. Designated Location(s)-General Aggregate Limit

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which can be attributed only to operations at a single designated “location” shown in the Declarations:
 - a. A separate Designated Location General Aggregate Limit applies to each designated “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.

- c. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" also shown in the Declarations.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which cannot be attributed only to operations at a single designated "location" shown in the Declarations:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Designated Location Aggregate Limit.
 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
 4. The following is added under **SECTION V – DEFINITIONS**
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 5. The provisions of **LIMITS OF INSURANCE** (SECTION III) not otherwise modified by this coverage shall continue to apply as stipulated.

X. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion j. under **Coverage A**. (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III – LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

XI. Additional Insureds By Written Contract

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

B. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

C. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
 - (a) "Bodily injury" or "property damage" occurring 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 the behalf of the additional insured(s) at the site 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 the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XII. Additional Insured – State or Political Subdivisions – Permits

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

XIII. Additional Insured – Managers Or Lessors of Premises

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

XIV. Additional Insured – Lessor of Leased Equipment

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

XV. Additional Insured – Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of a vendor’s business, subject to the following additional exclusions:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product.
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
 - d. This provision does not apply if “bodily injury” or “property damage” included within the “products-complete hazards” is excluded either by the provisions of the Coverage Part or by endorsement.

XVI. Employee Bodily Injury To A Co-Employee

SECTION II- WHO IS AN INSURED paragraph 2.a.(1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

XVII. Broad Knowledge/Notice Of Occurrence

The following is added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition **2.a.** that you must see to it that we are notified of an “occurrence” or offense applies only when the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An “Executive Officer” or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An “Executive Officer” or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers’ Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XVIII. Unintentional Failure To Disclose Hazards

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **6. Representations** is replaced by the following:

By accepting this policy, you agree;

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations;

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and include in the “products – completed operations hazard” when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the “bodily injury”, “property damage”, “personal and advertising injury”; or
3. Executed after “bodily injury”, “property damage”, “personal and advertising injury” if:
 - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the “bodily injury”, “property damage”, “personal and advertising injury”; and
 - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the “bodily injury”, “property damage”, “personal and advertising injury”.

XX. Insured Contract

SECTION V – DEFINITIONS, “Insured Contract” paragraph **9.a.** is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”.

XXI. Mobile Equipment

The following is added under **SECTION V – DEFINITIONS, 12. “Mobile Equipment”**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/21/2024

Clerk's File # OPR 2024-0163

Renews #

Cross Ref #

Council Meeting Date: 03/04/2024

Submitting Dept ENGINEERING SERVICES **Project #** 2022088

Contact Name/Phone DAN BULLER 625-6391 **Bid #**

Contact E-Mail DBULLER@SPOKANECITY.ORG **Requisition #**

Agenda Item Type Engineer Construction Contract

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 0370 - LOW BID AWARD - RAY STREET WATER MAIN (2022088) - TO BE

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Ray Street Water Main - \$_____. An administrative reserve of \$_____, which is 10% of the contract, will be set aside. (Lincoln Heights Neighborhood Council)

Summary (Background)

On __, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$1,000,000; _____ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount	Budget Account
Expense \$ 0	# 0
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	ddaniels@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)	CM Bingle
Committee Date	1-29-24
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ray St. Water Transmission Main
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Engineering Services is designing a water transmission main project for the water dept. on Ray St. between Hartson & 11th Ave., a distance of about 2,200 LF. • The pipe to be replaced was installed in 1936 so is at the end of its expected life. • This project is planned for construction beginning this spring through mid-summer. • To facilitate an early spring start, we pre-purchased the pipe which was the subject of a briefing paper you saw a couple weeks ago. • This project has some interesting challenges in that the available ROW is narrow in some locations. We will be working closely with neighboring property owners to minimize impacts. • This project is locally funded by water rates.
Proposed Council Action	None at this time. Following bid opening, we will bring a purchase contract to council for approval.
Fiscal Impact	
Total Cost: The estimated cost of this project is approximately \$1,000,000.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: 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?

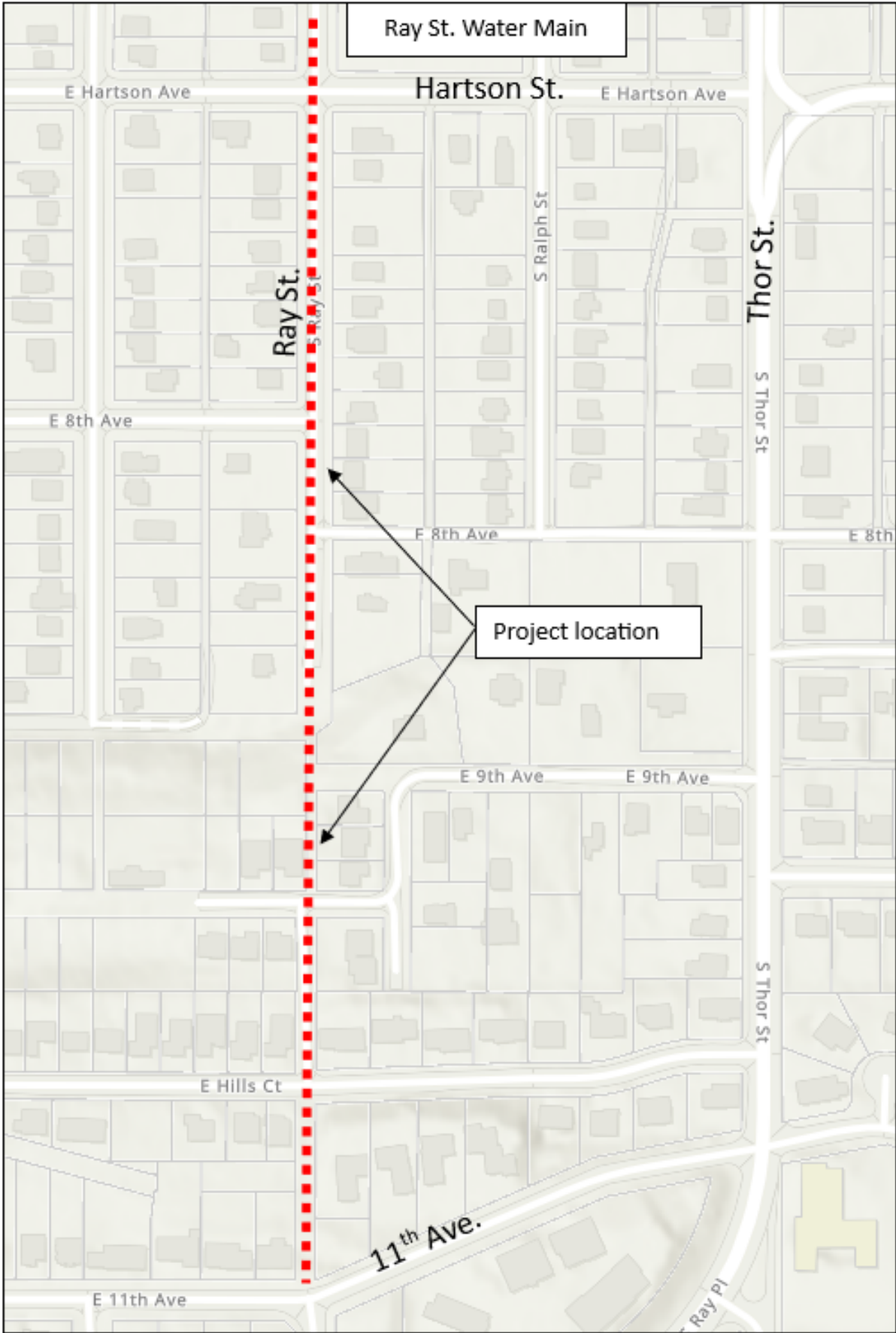
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/29/2024**Committee Agenda type:** Consent**Date Rec'd**

1/16/2024

Clerk's File #

OPR 2024-0164

Renews #**Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2021088

Contact Name/Phone

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #

CR 26058

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 - LOW BID AWARD - WASHINGTON/STEVENS BRIDGE (2021088) -

Agenda Wording

Low Bid of Hamilton Construction Co. (Springfield, OR) for Washington/Stevens Bridge Deck Rehabilitation - \$2,882,934.00. An administrative reserve of \$288,293.40, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council)

Summary (Background)

On February 12, 2024, bids were opened for the above project. The low bid was from Hamilton Construction Co. in the amount of \$2,882,934.00, which is \$1,641,111.00 or 35.4% below the Engineer's Estimate of \$4,464,045.00. Two other bids were received as follows: N.A. Degerstrom - \$3,808,823.00 and MJ Hughes Construction, Inc. - \$3,922,716.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 3,171,227.40

Current Year Cost

\$ 3,171,227.40

Subsequent Year(s) Cost

\$

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

Expense

\$ 3,171,227.40

3200-95164-95300-56501-86109

Expense

\$ 0

3200-48400-95300-56501-86109

Select

\$

#

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

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

	ddaniels@spokanecity.org
publicworksaccounting@spokanecity.org	eraea@spokanecity.org
kgoodman@spokanecity.org	jgraff@spokanecity.org
pyoung@spokanecity.org	estimating@hamil.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 29, 2024
Submitting Department	Public Works, Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Washington-Stevens Deck Resurfacing
Proposed Council Action	<input 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	<ul style="list-style-type: none"> The city has received a federal grant to resurface the bridge decks for the two south channel bridges and the one north channel bridge on Washington & Stevens Streets as shown on the attached exhibit. In addition, Washington St. between the bridges will receive a grind and overlay. This work is planned for spring/summer/fall of 2024. <p>Traffic will be detoured around these bridges for a portion of the work.</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>\$5,000,000</u></p> <p style="padding-left: 20px;">Current year cost: \$5,000,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 0</p> <p>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</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)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	

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

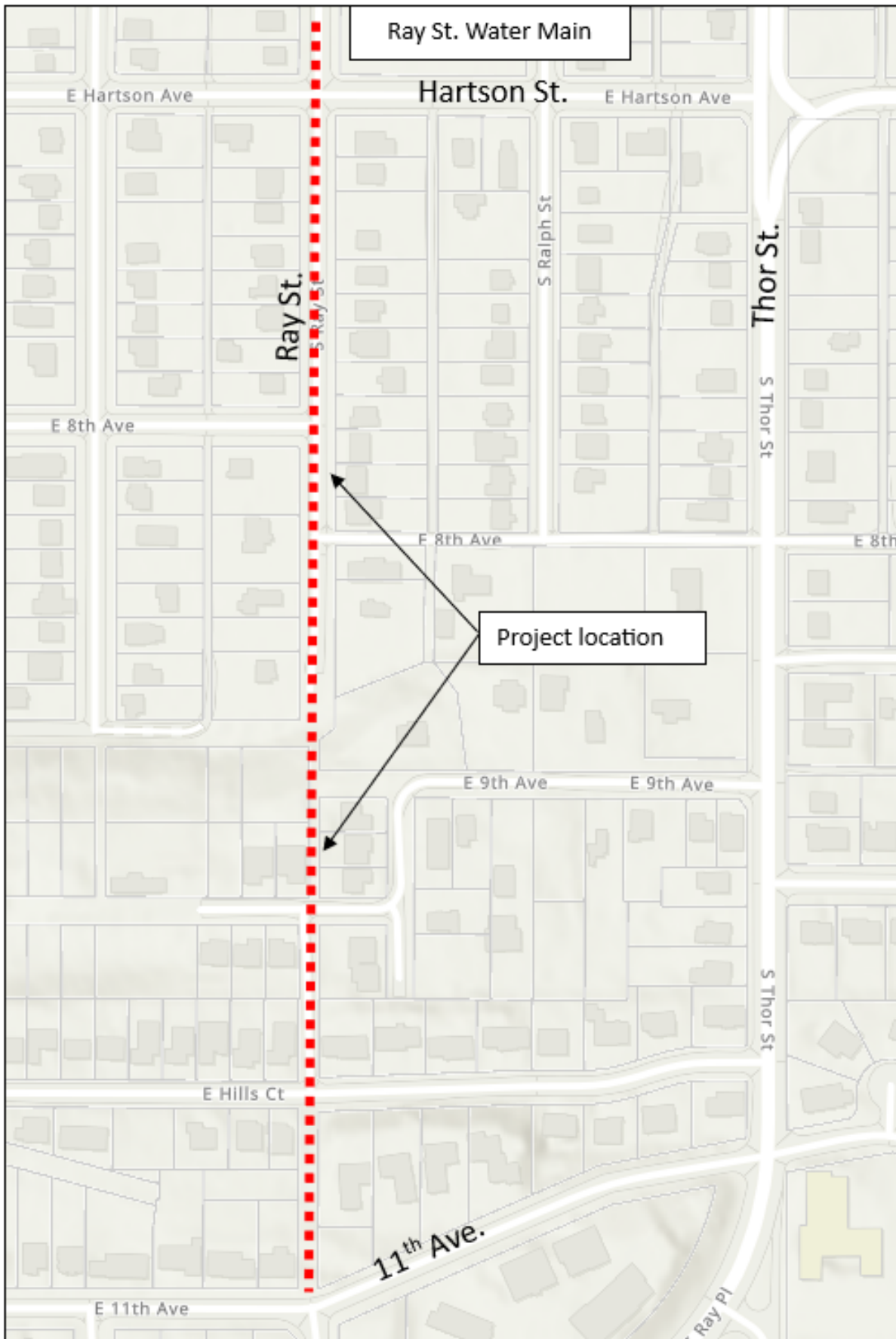
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.





City of Spokane
PUBLIC WORKS CONTRACT
Title: **WASHINGTON/STEVENS
BRIDGE DECK REHABILITATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HAMILTON CONSTRUCTION CO.**, whose address is P.O. Box 659, Springfield, Oregon 97477 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 **WASHINGTON/STEVENS BRIDGE DECK REHABILITATION.**
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. 2021088 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 \$2,882,934.00, 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.

HAMILTON CONSTRUCTION CO.

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
- 24-034

PAYMENT BOND

We, **HAMILTON CONSTRUCTION CO.**, as principal, and _____,
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$2,882,934.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WASHINGTON/STEVENS BRIDGE DECK REHABILITATION**. 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 _____.

HAMILTON CONSTRUCTION CO.,

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.

PERFORMANCE BOND

We, **HAMILTON CONSTRUCTION CO.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$2,882,934.00)** 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 **WASHINGTON/STEVENS BRIDGE DECK REHABILITATION**. 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 _____

**HAMILTON CONSTRUCTION CO.,
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	MOBILIZATION	1.00 LS	\$ 282,280.00	\$ 282,280.00
2	STRUCTURE SURVEYING	1.00 LS	\$ 5,900.00	\$ 5,900.00
3	PAVEMENT MARKING – DURABLE	790.00 SF	\$ 23.00	\$ 18,170.00
4	PAVEMENT MARKING - DURABLE HEAT APPLIED	760.00 SF	\$ 16.00	\$ 12,160.00
5	TEMPORARY PAVEMENT MARKING	1,193.00 SF	\$ 4.00	\$ 4,772.00
6	SEQUENTIAL ARROW SIGN	1,248.00 HR	\$ 3.00	\$ 3,744.00
7	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1.00 LS	\$ 9,500.00	\$ 9,500.00
8	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 44,800.00	\$ 44,800.00
9	CONSTRUCTION SIGNS CLASS A	600.00 SF	\$ 12.00	\$ 7,200.00
10	OTHER TRAFFIC CONTROL LABOR	1,996.00 HR	\$ 64.00	\$ 127,744.00
11	PORTABLE CHANGEABLE MESSAGE SIGN	2,496.00 HR	\$ 3.00	\$ 7,488.00
12	SPECIAL SIGNS	198.00 SF	\$ 8.00	\$ 1,584.00
13	TYPE III BARRICADE	25.00 EA	\$ 100.00	\$ 2,500.00

14	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$	25,000.00	\$	25,000.00
15	INLET PROTECTION	6.00 EA	\$	250.00	\$	1,500.00
16	CRACK SEALING, 1 INCH TO 3 INCH	430.00 LF	\$	9.50	\$	4,085.00
17	CRACK SEALING, 3 INCH TO 6 INCH	427.00 LF	\$	40.00	\$	17,080.00
18	PLANING BITUMINOUS PAVEMENT	9,068.00 SY	\$	8.50	\$	77,078.00
19	SCARIFYING CONCRETE SURFACE	4,774.00 SY	\$	190.00	\$	907,060.00
20	MODIFIED CONCRETE OVERLAY	7,160.00 CF	\$	20.00	\$	143,200.00
21	FURNISHING AND CURING MODIFIED CONCRETE OVERLAY	4,774.00 SY	\$	85.00	\$	405,790.00
22	FURTHER DECK PREPARATION FOR TYPE 1 DECK REPAIR	2,036.00 SF	\$	35.00	\$	71,260.00
23	FURTHER DECK PREPARATION FOR TYPE 2 DECK REPAIR	408.00 SF	\$	90.00	\$	36,720.00
24	HMA CL 1/2 IN HEAVY TRAFFIC 2 IN THICK	4,294.00 SY	\$	17.50	\$	75,145.00
25	EXPANSION JOINT MODIFICATION	367.00 LF	\$	275.00	\$	100,925.00
26	EXPANSION JOINT SYSTEM COMPRESSION SEAL SUPERSTRUCTURE	76.00 LF	\$	900.00	\$	68,400.00
27	EXPANSION JOINT SYSTEM STRIP SEAL SUPERSTR	292.00 LF	\$	750.00	\$	219,000.00
28	MINOR CHANGE	1.00 CALC	\$	(1.00)	\$	(1.00)
29	SPCC PLAN	1.00 LS	\$	6,500.00	\$	6,500.00

30	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$	5,000.00	\$	5,000.00
31	FORCE ACCOUNT FORMS FOR FULL DEPTH DECK REPAIR	1.00 FA	\$	25,000.00	\$	25,000.00
32	RECORD DRAWINGS	1.00 LS	\$	5,000.00	\$	5,000.00
33	ESC LEAD	1.00 LS	\$	12,000.00	\$	12,000.00
34	EROSION/WATER POLLUTION CONTROL	1.00 LS	\$	1,250.00	\$	1,250.00
35	WATERPROOF MEMBRANE BR. NO. WASHINGTON ST. TUNNEL	2,862.00 SY	\$	50.00	\$	143,100.00
36	REINFORCING STEEL	1.00 FA	\$	5,000.00	\$	5,000.00
Schedule A-1 Subtotal					\$	<u>2,882,934.00</u>
Summary of Bid Items					Bid Total	\$ <u>2,882,934.00</u>

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

Project Number **2021088**

Project Description Washington-Stevens Bridge Deck

Original Date

2/12/2024 1:40:00 PM

Project Number: 2021088			Engineer's Estimate		HAMILTON CONSTRUCTION CO. (Submitted)		N A DEGERSTROM (Submitted)		MJ HUGHES CONSTRUCTION INC (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	MOBILIZATION	1 LS	405,822.00	405,822.00	282,280.00	\$282,280.00	270,000.00	\$270,000.00	392,000.00	\$392,000.00
2	STRUCTURE SURVEYING	1 LS	15,000.00	15,000.00	5,900.00	\$5,900.00	20,000.00	\$20,000.00	7,500.00	\$7,500.00
3	PAVEMENT MARKING-DURABLE	790 SF	23.00	18,170.00	23.00	\$18,170.00	26.00	\$20,540.00	16.00	\$12,640.00
4	PAVEMENT MARKING - DURABLE HEAT APPLIED	760 SF	23.00	17,480.00	16.00	\$12,160.00	18.00	\$13,680.00	16.00	\$12,160.00
5	TEMPORARY PAVEMENT MARKING	1193 SF	17.00	20,281.00	4.00	\$4,772.00	4.00	\$4,772.00	15.00	\$17,895.00
6	SEQUENTIAL ARROW SIGN	1248 HR	20.00	24,960.00	3.00	\$3,744.00	3.00	\$3,744.00	2.00	\$2,496.00
7	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	47,675.00	47,675.00	9,500.00	\$9,500.00	38,000.00	\$38,000.00	50,000.00	\$50,000.00
8	TRAFFIC CONTROL SUPERVISOR	1 LS	125,625.00	125,625.00	44,800.00	\$44,800.00	110,000.00	\$110,000.00	90,000.00	\$90,000.00
9	CONSTRUCTION SIGNS CLASS A	600 SF	25.00	15,000.00	12.00	\$7,200.00	17.00	\$10,200.00	16.00	\$9,600.00
10	OTHER TRAFFIC CONTROL LABOR	1996 HR	87.00	173,652.00	64.00	\$127,744.00	100.00	\$199,600.00	75.00	\$149,700.00
11	PORTABLE CHANGEABLE MESSAGE SIGN	2496 HR	11.00	27,456.00	3.00	\$7,488.00	4.00	\$9,984.00	10.00	\$24,960.00
12	SPECIAL SIGNS	198 SF	25.00	4,950.00	8.00	\$1,584.00	15.00	\$2,970.00	14.00	\$2,772.00
13	TYPE III BARRICADE	25 EA	250.00	6,250.00	100.00	\$2,500.00	85.00	\$2,125.00	50.00	\$1,250.00
14	WORK ZONE SAFETY CONTINGENCY	1 FA	25,000.00	25,000.00	25,000.00	\$25,000.00	25,000.00	\$25,000.00	25,000.00	\$25,000.00
15	INLET PROTECTION	6 EA	300.00	1,800.00	250.00	\$1,500.00	260.00	\$1,560.00	85.00	\$510.00
16	CRACK SEALING, 1 INCH TO 3 INCH	430 LF	25.00	10,750.00	9.50	\$4,085.00	5.00	\$2,150.00	8.00	\$3,440.00
17	CRACK SEALING, 3 INCH TO 6 INCH	427 LF	35.00	14,945.00	40.00	\$17,080.00	23.00	\$9,821.00	15.00	\$6,405.00
18	PLANING BITUMINOUS PAVEMENT	9068 SY	85.00	770,780.00	8.50	\$77,078.00	12.00	\$108,816.00	5.50	\$49,874.00
19	SCARIFYING CONCRETE SURFACE	4774 SY	180.00	859,320.00	190.00	\$907,060.00	265.00	\$1,265,110.00	180.00	\$859,320.00
20	MODIFIED CONCRETE OVERLAY	7160 CF	65.00	465,400.00	20.00	\$143,200.00	60.00	\$429,600.00	30.00	\$214,800.00
21	FURNISHING AND CURING MODIFIED CONCRETE OVERLAY	4774 SY	70.00	334,180.00	85.00	\$405,790.00	50.00	\$238,700.00	125.00	\$596,750.00
22	FURTHER DECK PREPARATION FOR TYPE 1 DECK REPAIR	2036 SF	85.00	173,060.00	35.00	\$71,260.00	50.00	\$101,800.00	100.00	\$203,600.00
23	FURTHER DECK PREPARATION FOR TYPE 2 DECK REPAIR	408 SF	155.00	63,240.00	90.00	\$36,720.00	250.00	\$102,000.00	185.00	\$75,480.00
24	HMA CL 1/2 IN HEAVY TRAFFIC 2 IN THICK	4294 SY	70.00	300,580.00	17.50	\$75,145.00	25.00	\$107,350.00	20.00	\$85,880.00
25	EXPANSION JOINT MODIFICATION	367 LF	600.00	220,200.00	275.00	\$100,925.00	450.00	\$165,150.00	1,475.00	\$541,325.00

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

<i>Project Number: 2021088</i>			<i>Engineer's Estimate</i>		HAMILTON CONSTRUCTION CO. (Submitted)		N A DEGERSTROM (Submitted)		MJ HUGHES CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
26	EXPANSION JOINT SYSTEM COMPRESSION SEAL SUPERSTRUCTURE	76 LF	500.00	38,000.00	900.00	\$68,400.00	150.00	\$11,400.00	130.00	\$9,880.00
27	EXPANSION JOINT SYSTEM STRIP SEAL SUPERSTR	292 LF	400.00	116,800.00	750.00	\$219,000.00	1,200.00	\$350,400.00	1,000.00	\$292,000.00
28	MINOR CHANGE	1 CALC	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
29	SPCC PLAN	1 LS	5,000.00	5,000.00	6,500.00	\$6,500.00	5,500.00	\$5,500.00	5,000.00	\$5,000.00
30	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
31	FORCE ACCOUNT FORMS FOR FULL DEPTH DECK REPAIR	1 FA	25,000.00	25,000.00	25,000.00	\$25,000.00	25,000.00	\$25,000.00	25,000.00	\$25,000.00
32	RECORD DRAWINGS	1 LS	5,000.00	5,000.00	5,000.00	\$5,000.00	5,500.00	\$5,500.00	5,000.00	\$5,000.00
33	ESC LEAD	1 LS	7,500.00	7,500.00	12,000.00	\$12,000.00	1,200.00	\$1,200.00	6,000.00	\$6,000.00
34	EROSION/WATER POLLUTION CONTROL	1 LS	15,000.00	15,000.00	1,250.00	\$1,250.00	5,500.00	\$5,500.00	20,000.00	\$20,000.00
35	WATERPROOF MEMBRANE BR. NO. WASHINGTON ST. TUNNEL	2862 SY	35.00	100,170.00	50.00	\$143,100.00	46.00	\$131,652.00	40.00	\$114,480.00
36	REINFORCING STEEL	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
Bid Total			\$4,464,045.00		\$2,882,934.00		\$3,808,823.00		\$3,922,716.00	

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	4,464,045.00	0.00	0.00	0.00	4,464,045.00
HAMILTON CONSTRUCTION CO. (Submitted)	2,882,934.00	0.00	0.00	0.00	2,882,934.00
N A DEGERSTROM (Submitted)	3,808,823.00	0.00	0.00	0.00	3,808,823.00
MJ HUGHES CONSTRUCTION INC (Submitted)	3,922,716.00	0.00	0.00	0.00	3,922,716.00

Low Bid Contractor: HAMILTON CONSTRUCTION CO.

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,882,934.00	4,464,045.00	35.42 % 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>	2,882,934.00	4,464,045.00	35.42 % Under Estimate

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/12/2024**Committee Agenda type:** Discussion**Date Rec'd**

2/12/2024

Clerk's File #

ORD C36498

Renews #**Cross Ref #**

RES 2024-0026

Council Meeting Date: 03/04/2024**Submitting Dept**

ACCOUNTING

Project #**Contact Name/Phone**

MICHELLE 625-6320

Bid #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

5600 - ARPA ALLOCATION TO SUPPORT EXPO 74 50TH ANNIVERSARY

Agenda Wording

It is the City Council ARPA sub-committee's recommendation to allocate ARPA funding toward the Expo 74 50th Anniversary.

Summary (Background)

Special Budget Ordinance to be briefed based upon discussion at study session on January 25, 2023 that it is the City Council ARPA sub-committee's recommendation to allocate ARPA funding toward the Expo 74 50th Anniversary.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 250,000

Current Year Cost \$ 250,000

Subsequent Year(s) Cost \$ 0

Narrative

One-time funding of \$250,000 for Expo 74 50th Anniversary

Amount**Budget Account**

Expense \$ 250,000

1425-88155-57215-54201-97331

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	2/12/24
Submitting Department	Accounting & Grants Department
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org 509-625-6320
Council Sponsor(s)	CM Dillon, CM Cathcart, CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	ARPA Allocation to support Expo 74 50 th Anniversary
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	Special Budget Ordinance to be briefed based upon discussion at study session on January 25, 2023 that it is the City Council ARPA sub-committee's recommendation to allocated ARPA funding towards the Expo 74 50 th Anniversary.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$250,000</u></p> <p> Current year cost: \$250,000</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>One time funding of \$250,000 for Expo 74 50th Anniversary.</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: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? No direct impact to historically excluded communities, initiative is meant to impact all communities, city-wide • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected on existing disparities. 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Data will not be collected on the effectiveness as this is an event to be held in Riverfront Park
- 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 City of Spokane's Parks Master Plan adopted by the Park Board.

Council Subcommittee Review

- Study Session January 25, 2024

ORDINANCE NO C36498

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 American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$250,000.
 - A) Of the decreased appropriation, \$250,000 is removed solely from other miscellaneous charges.
- 2) Increase appropriation by \$ 250,000.
 - A) Of the increased appropriation, \$ 250,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from council support to help aid in the 50th anniversary celebration of Expo 74 in Riverfront Park, 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:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Discussion**Date Rec'd**

2/21/2024

Clerk's File #

RES 2024-0023

Renews #**Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Bid #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0320 - RESOLUTION TO ADOPT REVISED 2024 COUNCIL RULES

Agenda Wording

Resolution to adopt revisions to the current 2024 Council Rules.

Summary (Background)

Council typically adopts rules of procedure on an annual basis. The council adopted new rules on January 22, 2024, and has since identified both technical and substantive concerns with those rules, and received considerable comment on the public participation elements in Section 2.2. and 2.15. The proposed revisions are intended to address technical concerns with the recently adopted rules, and to further clarify rules on public participation and conduct during council meetings.

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

Not applicable to council rules

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / (509) 625-6210
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Resolution to Adopt Revised 2024 Council Rules
Proposed Council Action	<input 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>Council typically adopts rules of procedure on an annual basis, pursuant to Charter Section 9 and SMC 02.01.050. The council adopted new rules on January 22, 2024, and has since identified both technical and substantive concerns with those rules, and received considerable comment on the public participation elements in Section 2.2. and 2.15. The current version is still evolving, but the highlights are as follows:</p> <p>Rule 2.2. (Open Forum) Generally the changes are technical, although the section on standing has been deleted, and all rules on public participation and conduct folded into section 2.15 (Participation in Council Meetings).</p> <p>Rule 2.9 (Introduction of Items). In Section 2.9.A, rule is clarified that getting an item on the council agenda early doesn't relieve the sponsor of the obligation to go through committee. Also, there is a new section D addressing the issue of "public rules."</p> <p>2.10 (Agenda Process) Change to Section 2.9.H to clarify that the briefing paper needs to discuss subcommittee action only if the legislation is policy- oriented. Routine contracts etc. generally do not need to need to go through subcommittees so there is no need for departments to explain why they were not heard in subcommittee.</p> <p>2.15 (Public Participation). Current language, particularly with respect to public standing and conduct, has been revised and is still evolving, in part in response to concerns expressed by other legal commentators. In Subsection K, the clause that prohibited filming from seats is deleted. This was a stray clause that was not meant to stay in the rules.</p> <p>Rule 2.16 (Public Testimony) Technical change to clarify there is not testimony on oral amendments.</p> <p>Rule 2.17 (Voting) Current rule specifies what happens if there is a majority vote in favor of a motion but less than four votes in favor (e.g., only five council members are present for a meeting). The rule doesn't say what happens if there is an emergency ordinance that only gets 4 votes. This issue is addressed in the proposed revision. A section is added that provides that an emergency ordinance that gets only four votes is converted to a non-emergency ordinance that is deferred to the following week.</p>

Rule 2.18 (Suspension of the Rules) Language is added clarifying that motions to suspend the rules on Open Forum or Public Testimony can be one and the same motion.

Rule 4.2 (Amendments) This language is clarified to allow oral amendments on the dais for technical / clerical errors, and leaves to the policy advisor to decide whether an amendment is clerical / technical, subject to the vote of the council to override that decision.

NOTE: Sections 2.2 (Open Forum) and 2.15 (Public Participation) are under review by legal counsel, and are likely to see further revisions based on that review. Staff expect to propose a revised version of these draft rules prior to the committee meeting on February 26.

Fiscal Impact

Approved in current year budget? Yes No 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 One-time Recurring 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 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?

The 2024 rules currently in place included many technical and substantive modifications, include moving Open Forum to the end of the legislative session and increasing the number of speaking spots to 20 in Open Forum, which is expected to increase opportunity for more diversity of speakers, many of them from historically excluded communities. The briefing paper template is revised to encourage consideration of legislation by appropriate council subcommittees (e.g. the ad hoc Equity Subcommittee) to ensure legislation is viewed in light of historically excluded communities.

These proposed revisions address public concerns regarding provisions regulating public participation in council meetings and recording of meetings. All of the revisions are intended to provide a more orderly and welcoming atmosphere for all speakers.

- 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, although the participation of speakers is a public record and regularly reported in the City Gazette.

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

Council records the names, numbers, and residence of speakers at Open Forum, which is currently expanded to 20 speakers during each open forum segment. Also, council will monitor public response to the new public participation rules to ensure it strikes the right balance between maintaining a welcoming environment while ensuring opportunity for related public expression by persons from all sectors of the Spokane community.

- 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 action is pursuant to Charter Section 9 and SMC 02.01.050.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable. Council rules are not historically reviewed by subcommittees.

RESOLUTION NO. 2024-0023

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, on January 22, 2024, the City Council adopted Resolution 2024-0003, making substantial revisions to the Council's Rules of Procedure, including both technical changes relating to formation of committee and council agendas, among other technical changes, as well as substantive changes such as the manner of public participation in council proceedings; and

WHEREAS, since adoption of the 2024 Council Rules of Procedures, council has identified several technical and substantive changes necessary to improve both the procedural and substantive aspects of the Council Rules of Procedure; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2024 Revised City Council Rules of Procedure; and

BE IT FURTHER RESOLVED that the attached 2024 Revised City Council Rules of Procedure shall go into effect as of the next regularly scheduled council meeting following adoption of this resolution.

Adopted by the City Council this ____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024 revision, adopted by Resolution No. 2024-XXXX [02/___/2024])

Table of Contents

RULE 1 - GENERAL PRINCIPLES	4
Rule 1.1 PURPOSE.....	4
Rule 1.2 DUTY OF MUTUAL RESPECT	4
Rule 1.3 DUTY OF ETHICAL CONDUCT	4
Rule 1.4 ROBERT’S RULES OF ORDER	5
Rule 1.5 AMENDMENT OF COUNCIL RULES	5
RULE 2 – MEETINGS	5
Rule 2.1 PLACE AND TIME OF MEETINGS.....	5
Rule 2.2 OPEN FORUM.....	6
Rule 2.3 ADJOURNMENT OF MEETINGS	7
Rule 2.4 SPECIAL MEETINGS	8
Rule 2.5 STUDY SESSIONS.....	8
Rule 2.6 QUORUM.....	9
Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS	9
Rule 2.8 FUNCTIONS OF MEETING AGENDA.....	10
Rule 2.9 INTRODUCTION OF ITEMS.....	10
Rule 2.10 AGENDA PROCESS.....	11
Rule 2.11 NOTICE BY AGENDA.....	14
Rule 2.12 SPECIAL MEETING NOTICES.....	14
Rule 2.13 THE CHAIR	14
Rule 2.14 ORDER OF BUSINESS	15
Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS	17
Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS	20
Rule 2.17 VOTING.....	22
Rule 2.18 SUSPENSION OF THE RULES.....	23
Rule 2.19 RECONSIDERATION	23
Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS.....	24
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS	24
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS	26
Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION	26
Rule 4.2 AMENDMENT AND SUBSTITUTION	27
Rule 4.3 SUBJECT MATTER	28
RULE 5 – PROCESSING ORDINANCES	29
Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING.....	29
Rule 5.2 VETO.....	29

RULE 6 – COMMITTEES	30
Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP	30
Rule 6.2 COMMITTEE PROCESS	30
Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS	32
Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS.....	32
Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS	32
RULE 7 – MISCELLANEOUS	32
Rule 7.1 COUNCIL POSITION VACANCY.....	32
Rule 7.2 COUNCIL MEMBER DISCIPLINE	33
Rule 7.3 COUNCIL STAFF	34
Rule 7.4 COUNCIL OFFICE BUDGET	34
Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION.....	34
Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES	35
Rule 7.7 CITY COUNCIL PLANNING.....	36
Rule 7.8 LEGAL INQUIRIES	36

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these rules to govern the conduct of city council business. These rules do not confer upon any person who is not a member of the council any right to a particular procedure, nor do they affect the validity or legality of any council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each council member to treat each other, city staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a council meeting or interact with council members or council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit “Unlawful harassment” as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home addresses without the permission of the council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each council member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the city including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a council member have a conflict of interest or become aware that they have or may have a conflict of interest, that council member shall promptly inform the council of the conflict of interest and abstain from any council action in connection with that matter.
- B. Confidential information.
 - 1. No council member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the city council may, upon the affirmative vote of five (5) council members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
 - 2. For purposes of these rules, “confidential information” has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No council member may use or authorize the use of facilities of the city, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a council meeting, so long as such conduct does not include the display of signs and/or disrupt the council meeting. Further, these rules do not prohibit the city council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT’S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert’s Rules of Order, Newly Revised*.

Rule 1.5 AMENDMENT OF COUNCIL RULES

These rules may be amended at any time by resolution of the city council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the city council is at 3:30 p.m. every Monday in the council chambers. If a Monday is a city holiday, that week’s regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.
- B. The 3:30 p.m. council session is a briefing session in which the council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week’s meeting and for that day’s agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day’s meeting. Once the advance agenda has been reviewed, the city council shall approve the agenda by motion. The council president may call a recess after the briefing session until the 6:00 p.m. council session.
- C. If two or more consecutive regular meetings are canceled, the council president has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. council session, as referenced under section E below, will be held to consider that day’s agenda.

- D. At the conclusion of the briefing session, or at other time properly announced, the city council may adjourn into executive session consistent with the Open Public Meetings Act (“OPMA”). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The council president determines which person(s) shall attend each executive session, absent an adopted motion by the council determining which person(s) other than council members and attorneys shall be permitted to attend.
- E. The 6:00 p.m. council session is the legislative session, during which the council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The council president may combine specific agenda items for purpose of public comment and voting if there is no objection by attending council members, and if there is an objection, by majority vote.

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., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 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. 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.

D.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 speakers as well as members of in the audience shall comply as well as in the audience comply with -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.~~

E.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 2.3 ADJOURNMENT OF MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled council meeting.
- B. Any meeting may be adjourned prior to the completion of the city council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned

meeting is a regular meeting.

- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the council president, or in the president's absence any member, or if there are no council members present then the city clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the city council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The city clerk or other person designated by the clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the council president or presiding council member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the council president or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the city council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among council members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no council action to dispose of any item unless the study session was

noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the council president or by a vote of the majority of council members present at a public meeting of the council.

Rule 2.6 QUORUM

A quorum is four (4) or more council members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, city staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take

effective action to control it or (2) the dog is not housebroken. When one of these situations exists, city staff shall offer the person with the disability the opportunity to be present at the city council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a city council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a city council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the council president or any council member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full council unless it has first been presented in a committee or study session and is sponsored by at least two council members, one of which must be an executive committee member of the standing committee on which the item appeared. Items for which six (6) months have elapsed since the discussion of the item at a committee meeting should be returned to committee for an additional discussion before appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to an advance legislative agenda prior to being presented at a committee or study session with either (i) prior written permission from all of the council sponsor(s) or (ii) the council president; provided, the matter must still be heard in committee absent suspension of the rules by the council.
- B. Regular meeting agendas are prepared by the city clerk in the manner and format prescribed by the city council and consistent with council administrative policies and procedures and these council rules.
- C. The term "legislation" in these rules means any ordinance, resolution, contract approval and special considerations. Legislation does not include any item other than ordinance, resolution, ~~contract approval~~ or special consideration, and may include, but is not limited to, council letters to outside agencies and special acknowledgements.

C.D. Any proposed ordinance intended to be enforced through a current, revised or new public rule shall include a copy of the current, revised or new public rule for consideration by the city council, along with a proposed resolution adopting said current, revised or new public rule. For purposes of this Section 2.9.D., the term "public rule" shall have the meaning set forth in Section 4.4 of that Administrative Policy and Procedure numbered Admin 0325-18-1 /LGL 2004-0021 and adopted December 3, 2018.

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all council meetings shall be consistent with these rules and any administrative policies and procedures governing council meetings and agenda items. In a conflict between these rules and an administrative policy and procedure, these rules shall control.
- B. Except as otherwise provided in Rule 2.9 (Introduction of Items), no agenda item, other than weekly reports of the mayor of pending claims and payments, payroll claims, Board/Commission/Committee appointments, initiative and referendum matters, and letters appearing under special considerations, may appear on a council legislative agenda without (i) first appearing on a standing committee agenda and (ii) meeting the requirements to emerge from the standing committee, as provided in paragraph F of Rule 6.2 (Committee Process).
- C. Agenda items submitted to a standing committee's preliminary agenda must be submitted to the standing committee associated with the division from which the agenda item originates, as illustrated in Attachment A.
- D. Agenda items may be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the appropriate standing committee and the permission of the chair of the unrelated committee to which the item is being submitted.
- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one executive committee member of the relevant standing committee that they will sponsor the item for committee.
- F. To move out of a standing committee and onto a legislative agenda, resolutions and ordinances must secure two (2) council sponsors, one of which must be an executive committee member of the standing committee on which the item appears.
- G. The timeline and process for formalizing standing committee meeting agendas is as follows: follows the following process:
 - 1. No later than 5:00 p.m. on the Thursday occurring eleven (11) calendar days before the desired committee meeting, suggested agenda items

and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.

- a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring ten (10) calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
 3. Items originating from the council office are not required to gain administration OnBase approvals to be added to a preliminary or final committee agenda.
 4. By close of business on the Friday occurring ten (10) calendar days before the committee meeting, the preliminary agenda should be sent out to all council members for review.
 5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, council member requests for additional information on any agenda item are due.
 6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members, initiative managers, and administrative leads should meet at least once to create and/or finalize the agenda.
 7. To be included on a committee's final agenda, an item must be sponsored by at least one (1) executive committee member of the standing committee on which the item is to appear. Other than ordinances and resolutions, if an item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
 8. Resolutions and ordinances being placed on the consent portion of a final committee agenda must have at least two (2) council members

identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears.

9. If administration staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
 10. After the final agenda is created, council staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
 11. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example) must be approved by the committee chair or their designee.
- H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the council office (Attachment B). For legislative matters adopting significant policy positions, -or policies -the briefing paper shall indicate whether the item was reviewed by a council subcommittee and, if so, a summary of the subcommittee's analysis and, if not, why subcommittee review did not occur. The presiding officer of the committee or council president, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.
- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The council president or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the council. The council director or designee, the city clerk and city attorney's office staff may edit agenda items for technical, grammatical or typographical errors.
- J. Each council member shall have the continuing duty to be familiar with all agenda items and all accompanying information.
- K. At the time of submission of a legislative discussion item to a committee agenda, the council sponsor(s) shall prepare a brief summary of the legislation for the council director of communications and community engagement, who shall publicize the proposed legislation and alert the public to an opportunity for written comment. Publication under this rule may include posting a page on the city council website with a plain language explanation of the legislation and a comment form for community members to provide comment on the proposed legislation, in addition to instructions on how to provide written comment. Notice under this section shall include a statement that any legislative item appearing on the council advance or current agenda is subject to deferral by council vote on the day said

item appears on the agenda, and that members of the public should confirm whether an item remains on that day's legislative agenda by consulting the council's webpage prior to the 6:00 p.m. legislative session. Publication under this section shall be supplemental to, and not in lieu of, any publication required by the OPMA or other notice required by law.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every council member, council staff, the mayor, the city attorney, and to all parties who have on file with the city clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the city council office staff and issued by the city clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The council president, or in their absence or incapacity, the council member selected by the council to serve as council president *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these rules as "the chair") shall preside over meetings of the council and cause the business of the council to be transacted in accordance with these rules. The presiding officer may yield the chair to another council member to conduct a portion of the meeting. If the council president *pro tem* is unavailable, the council member with seniority of tenure on the council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the city council's policy advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any council member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other council member.

- D. The chair has the authority to recess any council meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule, the chair will be guided by the council's intent to support robust public, peaceful participation by the public.

Rule 2.14 ORDER OF BUSINESS

A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or council member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or council members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. (See also Rule 2.1.D, Meetings). The meeting minutes shall record the announced purpose of the executive session as well as the time that executive session began and ended.

C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair

may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Reading of proclamations and salutations;
5. Reports from community organizations;
6. Announcement of adjustments to the agenda;
7. Council appointments and approval of mayoral appointments;
8. Reading of consent agenda items by the clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual council member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
9. Reading of each agenda item by the clerk;
 - a. Report by staff and questions to staff;
 - b. Testimony from members of the public concerning the agenda item;
 - c. Deliberation by council, and such further dialogue with staff and community members as council may desire, including any motions by council members concerning the agenda item; and
 - d. Vote.
10. Open Forum
11. Adjournment.

D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the

council.

- E. All city council appointments or mayoral appointments which require city council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the city clerk, and the city attorney, pursuant to Section 24 of the City Charter, shall be by resolution.
- F. Pursuant to SMC 02.01.010, the Council may hold a legislative session of a council meeting in outside of City Hall in a “Town Hall” format. Town Hall legislative sessions should be held at least once a year in each Council district. The purpose of the Town Hall meetings is to offer a time for city council to hear from residents and neighborhood councils at a meeting held outside of City Hall and more convenient to residents of each council district. The order of business at the legislative session of a Town Hall meeting shall be as set forth in Rule 2.14.C above, provided:
1. The “Town Hall” portion of the agenda shall be after Council appointments and approval of mayoral appointments, and before reading of consent agenda items;
 2. The specific agenda and number of presenters at the Town Hall portion of the legislative agenda shall be determined by the Council President, with preference given to the neighborhood councils of the district where the council meeting is held; and
 3. No open forum will be commenced or continued after 8:30 p.m.

Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings. Behavior that intentionally disrupts, disturbs, or otherwise impedes in the attendance and participation at a cCouncil meeting shall be prohibited. No person shall be allowed to interrupt a person speaking to the council, including council members, or ~~speakers or~~ engage in any behavior likely to divert attention away from the conduct of council business, cause disruption to the council meeting or prevent others from attending and participating in the proceedings. In addition to these general principles governing public participation, the following specific rules apply:

No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual in as much as such conduct would intentionally disrupt, disturb, or otherwise impede the proceedings.

- 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, special considerations, 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.

D-E. Those who wish to provide commentary but do not wish to give verbal oral comments at the podium may provide written comments to the council via letter or electronic mail.

F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual in as much as such conduct would intentionally disrupts, disturbs, or otherwise impedes the proceedings.

To prevent disruption of council meetings, maintain compliance with applicable fire codes and the Americans with Disability Act (ADA), prevent visual obstruction of proceedings for members of the audience and prevent the interference or interruption of other attendees speaking to the council, members of the audience shall not stand in or otherwise interfere in the access to entrances and exits to the council chambers, aisles or pathways inside the council chambers or the front row or other reserved seating, and shall not stand in a manner that blocks the view of other attendees to ensure so that all those in attendance have an unobstructed view of the council proceedings so as to in order to maintain unobstructed view of the Council proceedings for all attendees. 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.~~

E.G. 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.

F.H. 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.

G.I. 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.

H.J. 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.

I.K. 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.

L. 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 or video equipment that does not disrupt the orderly conduct of the meeting.

J.M. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term "facilities" includes council chambers, the council gallery and the speaking opportunities available through the public comment and public forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- A. Members of the public can sign up to give testimony beginning no later than 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 oral 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

Rule 2.17 VOTING

- A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.
- B. If a motion receives a majority of favorable votes, but less than four, and if further

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

voting cannot produce four votes for any motion, either:

1. The matter will be continued, or
2. if it appears that because of disqualification or other reason the council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C. If a motion requiring five affirmative votes to pass receives a majority of favorable votes, but less than fivefour, and if further voting cannot produce fivefour votes for the motion, then the following applies:

1. In the case of a motion to suspend the rules, or for, adoption of a resolution, to adopt a special budget ordinances, to override of mayoral veto, or for and all other matters listed in Rule 5.1not addressed in this section 2.17.Ordinances, the motion fails and the status quo prevails;
2. InN the case of special budget ordinances, emergency gnercy ordinances, the ordinanceordinance is deemed deferred for final reading moved to the next council meeting following without the emergency orlanguage, consistent with Rule 4.2.G;

∴, the motion fails any motion, either:

The matter will be continued, or

if it appears that because of disqualification or other reason the council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C.D. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.

D.E. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the council chambers.

E.F. In all cases of voting by other than voice vote, the city clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each council member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.

F.G. A council member may abstain from voting on any matter before the council if they have a direct personal or financial interest in the matter before the council which is not held in common with other members of the council. In order to abstain from voting, a council member must describe to the council president the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five council members. Motions to suspend the rules must specify the general purpose of the suspension (e.g., “Motion to suspend the rules for the purpose of adding three items to the agenda”). Except with respect to public forum and public participation in council proceedings, a motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to “add three agenda items” still requires a separate and subsequent motion to add the three items to the agenda. A motion to-

Rule 2.19 RECONSIDERATION

All legislative decisions of the city council, including consent items, ordinances, resolutions, and hearing items are final, except that a council member on the prevailing side of a vote or who was absent for the vote may resubmit that item for reconsideration within 15 days of council consideration or prior to the mayor’s action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any council member from otherwise submitting an ordinance or resolution to repeal or modify a prior city council action so long as such repeal or modification is added to the committee and council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

A. A council member may participate telephonically and/or virtually in all or part of a council meeting if:

1. Prior approval is given by the council president for good cause, whose approval shall not be unreasonably withheld;
2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
3. The council member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the council meeting related to the topic to which the council member is voting on.

B. Any technical prohibitions or difficulties that prevent all parties present at the

council meeting from adequately communicating with one another will negate any authorization previously given by the council president.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the council shall follow those procedures. If a conflict arises between the ordinance and council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the council except in the council chambers in the regular course of a council meeting. Each council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the council member shall immediately make a note of the contact and shall at the beginning of the council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the council member shall as soon as possible file it with the city clerk.
- C. When the council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A council member shall not be briefed by anyone except in an open meeting.
- D. Council members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
- E. Should a council member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances

before the hearing and let the rest of the council, by majority vote, decide whether they can participate. Should the council be aware of circumstances which might appear to disqualify a member, the council may, by majority vote, disqualify the member. The council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.

F. In all adjudicatory appeals and hearings, council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).

G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the city council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The city council may not consider any new facts or evidence on appeal. The city council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the city council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
 - a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.

- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
 - c. The city clerk distributes such memoranda and responsive documents to all parties to the appeal, the city council, the city attorney, the planning director, and the hearing examiner.
 - d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.
- H. The city council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION

- A. All council agenda items, including ordinances and resolutions shall be uploaded into OnBase as provided in Rule 2.10 (Agenda Process).
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the council office director, or their designee, will approve items to move forward to the clerk for consideration at a future council legislative session. All items, whether discussion or consent, will remain in the council queue and will not advance toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the council office director, or their designee, for submission to the clerk for consideration at a future council legislative session.
- D. An ordinance or resolution must have been filed with the clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the clerk for at least three (3) business days, including the day of the council meeting.
- E. If an ordinance or resolution, or an amendment to an ordinance or resolution, has not been on file with the Clerk for at least three (3) business days, a council member may request that the ordinance, resolution or amendment be read in full prior to consideration by the Council. Absent a request by a council member for a full reading, any ordinance or resolution (including any amendments) that has

been submitted to the agenda as provided under these rules may be considered after reading of the title or a summary.

- F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the city clerk, specify the committee of origin for the ordinance or resolution and the names of the council members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of rules), every ordinance or resolution must be first presented in a committee before it may appear on the council's agenda for first reading (for ordinances) or for council consideration (for resolutions).
- G. Each ordinance or resolution which would have an impact on the fiscal condition of the city must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.
- H. At the time of submission of a legislative discussion item to the council agenda, the record relating to the item must reflect compliance with Rule 2.10.K (Public Comment).

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the council, and may be offered by motion by any council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated to the city clerk and city council members and staff prior to 10:00 a.m. on the Friday immediately preceding council consideration; provided, amendments making clerical or technical corrections may be articulated orally during debate. In the event of a question whether an oral amendment is technical or clerical in nature, the initial determination shall be made by the policy advisor, whose determination may be overridden by five affirmative votes of the council.
- C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and council consideration and shall be identified by the council member proposing them (e.g., "The Council Member [LAST NAME] Amendment to ORD CXXXXX").
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the

substitution is in writing and circulated to all council members and the city clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.

- E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- F. Amendments and substitute versions not filed with the city clerk at least three days before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council's consideration of the matter.
- G. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the city council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the city council shall, within five (5) days thereafter, be presented to the mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,

6. Which is an emergency ordinance, or

7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

C. Ordinances signed by the mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the clerk for recording and publication if not already published.

D. Ordinances not signed by the mayor after ten (10) days will be filed with the city clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the city council, which shall provide a copy to the city clerk. The city clerk shall schedule the matter for reconsideration for the next available council meeting, if requested by a city council member. If, within thirty (30) days of the mayor's veto or partial veto, the city council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the council president, council president pro tem, or two council members and filed with the city clerk for publication and recording. Any ordinance vetoed by the mayor, and for which no veto override has been passed by the council, may be resubmitted for council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;
2. Urban Experience;
3. Public Infrastructure, Environment and Sustainability;
4. Finance and Administration.

B. All council members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the council where no legislative action shall occur.

- C. The council president shall chair each study session, Briefing Session and Legislative Session of the city council. All committee chairs and vice-chairs shall be determined by majority vote of the council and shall preside over the meetings of their respective committees.
- D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The council shall confirm executive members of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide council members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update council members regarding department programs, plans, and other administrative activities and future City council administrative items, to brief the council on future legislative agenda items, and to discuss strategic initiatives with the city administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council members should also utilize standing committees to update each other on their board, committee, and commission assignments,
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the city council, a standing committee meeting may be conducted as a meeting of the full city council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the council chambers, except where cancelled or rescheduled to a different time or date at the discretion of the chair, in the following order:
 - 1. Public Safety and Community Health: First Monday of each month
 - 2. Urban Experience: Second Monday of each month
 - 3. Public Infrastructure, Environment, and Sustainability: Third Monday of

each month

4. Finance and Administration: Fourth Monday of each month
 5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the council president.
 6. If a committee meeting falls on a scheduled city holiday, the meeting will be rescheduled to the next available Monday at 10:00 a.m.
- D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process). The regular order of business for committee meetings is determined by the committee chair.
- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached to these rules (attachment B), and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may move forward for inclusion on the council's legislative agenda. With written permission from both the council president and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular council study session which has been noticed as a public meeting.
- G. By motion of the council, any matter before the council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The council president shall appoint proxies to attend meetings when the assigned council member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may

be established for a designated term or for a specific task or to advise the council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three council members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

The city council shall interview mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a council member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council.
- B. Upon the close of the deadline, each council member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the council president a prioritized list of who they believe should be interviewed by the entire city council.
- C. The council president shall compile the council members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire city council. Additional candidates may be selected for interviews by a majority vote of the council. Once the slate of candidates to be interviewed by the entire council is announced, no council member may communicate with any candidate outside of the formal interview by the entire council.
- D. The council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.

- F. The council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a city council vacancy not set forth by these rules shall be determined by the city council by motion during an open public meeting.
- H. If the council president position becomes vacant, the city council may elect to appoint one of the existing council members to fill the position of council president without following the selection procedure set forth above. If, upon a motion of the city council, the city council decides to consider someone other than an existing council member to fill the vacant position of council president, the city council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the council, taken in an open public meeting. Disciplinary action may be based on violation of these rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each council member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all council members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the city council delegates to the council president the power to hire, supervise and discharge central office staff, subject to the provisions of SMC 02.005.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any council member may propose to allocate funding from the approved council office budget beyond that which is reserved for the salaries of council members, personal staff, and approved shared council office staff.
- B. All council office budget allocation proposals over \$10,000 that differ from the adopted council budget must be approved by the affirmative vote of four (4) council members at an open public meeting.

- C. On at least a quarterly basis, the council's budget manager shall make available to all council members a report on the status of and balances of all individual line items in the council office budget. The budget manager will also work with the Administration to pursue dashboard capability for public and council review of all city budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New council members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by the council office director in consultation with the central staff and shall consist of at least the following:
 - 1. City Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the council rules of procedure and meeting process, including the sign-up process for public testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 - 5. Overview of all standing and outside boards and commissions to which council members are appointed, including their functions, history, and composition;
 - 6. Overview of policies and procedures relating to the publication of council materials and use of social media; and
 - 7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of city council member.
- B. Unless excused by the council president or committee chair, as applicable, council members must attend the following recurring engagements:

1. City council administrative and legislative sessions each Monday;
2. Standing committee Meetings on Mondays as scheduled;
3. Weekly study sessions, as scheduled by the council president;
4. Ad hoc working groups as assigned;
5. Outside boards and commissions as assigned (typically between 6-9);
6. Neighborhood council meetings from their respective council district on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other council member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this rule, nothing in these council rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual council member appointment to boards, commissions, and committees by resolution no later than the second council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28 of each calendar year.
- C. Council shall consider annual changes to the council rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The council president or their designee shall schedule a council Retreat annually prior to February 28 of each calendar year. Additional retreats may be scheduled throughout the year at the council president's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the city legal department regarding

City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the city attorney with a copy sent to the city council policy advisor, who shall forward the legal department's response to the inquiry to the full council when (a) any related legislation appears on a committee or council agenda, (b) upon the request of any council member, or (c) if the policy advisor deems the communication relevant matters of interest to council members. All other inquiries may be directed to the city attorney alone, and the response from the legal department to the individual council member's inquiries shall not be forwarded to the city council policy advisor. All inquiries to and responses from the legal department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to Rule 1.3.B. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the city legal department or outside counsel, except to disclose (a) the fact that the city legal department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the city legal department. For example, the following statements would comply with this rule:

"I consulted with city legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to city legal. Based on their review of this resolution, I am not supporting it."

"City legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

Adopted by Resolution 2024-_____ (2/____/2024)

Attachments:

- A. Division Standing Committee Assignments (Rule 2.10.C)
- B. Briefing Paper template (Rule 2.10.H)



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/26/2024

Committee Agenda type: Discussion

Date Rec'd 2/21/2024

Clerk's File # RES 2024-0024

Renews #

Cross Ref #

Council Meeting Date: 03/04/2024

Submitting Dept	CITY COUNCIL	Project #	
------------------------	--------------	------------------	--

Contact Name/Phone	GIACOBBE 6715	Bid #	
---------------------------	---------------	--------------	--

Contact E-Mail	GBYRD@SPOKANECITY.ORG	Requisition #	
-----------------------	-----------------------	----------------------	--

Agenda Item Type	Resolutions		
-------------------------	-------------	--	--

Council Sponsor(s)	BWILKERSON ZZAPPONE LNAVARRETE		
---------------------------	--------------------------------	--	--

Agenda Item Name	0320 - RESOLUTION UPDATING COUNCIL BOARD AND COMMISSION		
-------------------------	---	--	--

Agenda Wording

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2024.

Summary (Background)

On January 22, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0002 appointing council members to various boards and commissions. Since adoption of Resolution 2024-0002, the City Council appointed Lili Navarrete to fill the vacant District 2 seat on the City Council, and it is therefore necessary to adjust the current assignments.

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

Committee Date	2/26/2024														
Submitting Department	City Council														
Contact Name	Giacobbe Byrd														
Contact Email & Phone	gbyrd@spokanecity.org														
Council Sponsor(s)	CP Wilkerson; CM Zappone; and CM Navarrete														
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min														
Agenda Item Name	Council Board and Commission Assignment Updates														
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>City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.</p> <p>City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure.</p> <p>On January 22, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0002 appointing council members to various boards and commissions.</p> <p>Since adoption of Resolution 2024-0002, the City Council appointed Lili Navarrete to fill the vacant District 2 seat on the City Council, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include her in the appointments.</p> <p>The number of assignments for each council member in this proposal are as follows:</p> <table style="margin-left: 20px; border: none;"> <tr><td>Wilkerson</td><td style="text-align: right;">15</td></tr> <tr><td>Zappone</td><td style="text-align: right;">15</td></tr> <tr><td>Cathcart</td><td style="text-align: right;">14</td></tr> <tr><td>Bingle</td><td style="text-align: right;">12</td></tr> <tr><td>Dillon</td><td style="text-align: right;">15</td></tr> <tr><td>Klitzke</td><td style="text-align: right;">9</td></tr> <tr><td>Navarrete</td><td style="text-align: right;">8</td></tr> </table>	Wilkerson	15	Zappone	15	Cathcart	14	Bingle	12	Dillon	15	Klitzke	9	Navarrete	8
Wilkerson	15														
Zappone	15														
Cathcart	14														
Bingle	12														
Dillon	15														
Klitzke	9														
Navarrete	8														
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 One-time Recurring 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 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?
Council Members can represent the needs of their constituents, including historically excluded communities throughout their various board, commission, and committee assignments.
- 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?
Aligns with chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
There was no council subcommittee review for these appointments. Historically, there has not been subcommittee review of these kinds of council action.

RESOLUTION NO. 2024-0024

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2024.

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, on January 22, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0002 appointing council members to various boards and commissions; and

WHEREAS, since adoption of Resolution 2024-0002, the City Council appointed Lili Navarrete to fill the vacant District 2 seat on the City Council, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include her in the appointments.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members and proxies will be chosen at the discretion of the Council President; and, it is further resolved the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone

Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon	Standing Committee Chair	Zappone	Standing Committee Chair	Wilkerson	Standing Committee Chair	Cathcart
Vice Chairs	Cathcart; Navarrete	Vice Chairs	Klitzke; Bingle	Vice Chairs	Bingle; Klitzke	Vice Chairs	Wilkerson; Zappone
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Municipal Criminal Justice Coordinating Subcommittee	Dillon	Housing Action Subcommittee	Navarrete	Sustainability Action Subcommittee	Klitzke; Navarrete	ARPA Workgroup	Bingle; Zappone; Wilkerson
Ad Hoc Committee on Public Safety Levy	Navarrete; Dillon; Bingle	Neighborhood Council Workgroup	Cathcart; Dillon; Klitzke	Traffic Calming / Photo Red Committee	Cathcart; Zappone; Dillon	Council Office Operations Workgroup	Wilkerson; Cathcart; Zappone
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		External Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:	
Police Advisory Committee	Dillon	CHHS Board	Dillon; Navarrete	Airport Board	Wilkerson	Inspector General Workgroup	Cathcart; Zappone; Wilkerson
External Boards, Committees, & Commissions:		Community Assembly	Wilkerson	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Navarrete
C.O.P.S. (Liaison Member)	Cathcart	Comp Plan Amendments Docketing Committee	Klitzke, Bingle; Zappone	Parking Advisory Committee	Zappone; Klitzke; Bingle	Legislative Committee	Bingle; Zappone; Dillon
		Human Rights Commission	Navarrete	Salmon Restoration Lead Entity Community Advisors	Klitzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Solid Waste Liaison Board	Klitzke	Investment Committee	Cathcart
		Plan Commission - Transportation Sub.	Klitzke	Spokane Regional Transportation Council	Klitzke; Wilkerson	SERS Board	Bingle
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Dillon; Klitzke; Wilkerson	External Boards, Committees, & Commissions:	
		Downtown Spokane BID Board (Liaison Member)	Bingle			Aging and Long Term Care	Wilkerson
		Downtown Spokane Partnership (Liaison Member)	Cathcart			Association of Washington Cities Board	Zappone
		East Sprague BID Board (Liaison Member)	Dillon			Fire Pension (must include Finance Committee Chair)	Cathcart
		GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Library Board	Dillon			Lodging Tax Advisory Committee (1.3%)	Zappone
		Park Board	Bingle			Police Pension (must include Council President)	Wilkerson
		Park Board Exec Committee	Bingle			TPA Commission/Hotel Motel Commission	Zappone
		Priority Spokane	Dillon			University District PDA	Wilkerson
		Regional Homeless Authority	Bingle; Dillon			University District Development Association	Wilkerson
		Spokane Arts	Dillon			Visit Spokane	Zappone
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart

Wilkerson	15
Zappone	15
Cathcart	14
Bingle	12
Dillon	15
Klitzke	9
Navarrete	8

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone							
Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon	Standing Committee Chair	Zappone	Standing Committee Chair	Wilkerson	Standing Committee Chair	Cathcart
Vice Chairs	Wilkerson; Cathcart; Navarrete	Vice Chairs	Klitzke; Bingle	Vice Chairs	Bingle; Klitzke	Vice Chairs	Wilkerson; Zappone
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Municipal Criminal Justice Coordinating Subcommittee	Dillon	Housing Action Subcommittee	Wilkerson Navarrete	Sustainability Action Subcommittee	Kiltzke; Navarrete	ARPA Workgroup	Bingle; Zappone; Wilkerson
Ad Hoc Committee on Public Safety Levy	Navarrete; Wilkerson-Dillon; Bingle	Neighborhood Council Workgroup	Cathcart; Dillon; Klitzke	Traffic Calming / Photo Red Committee	Cathcart; Zappone; Dillon	Council Office Operations Workgroup	Wilkerson; Cathcart; Zappone
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		External Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:	
Police Advisory Committee	Dillon	CHHS Board	Dillon; Wilkerson Navarrete	Airport Board	Wilkerson	Inspector General Workgroup	Cathcart; Zappone; Wilkerson
External Boards, Committees, & Commissions:		Community Assembly	Wilkerson	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Wilkerson-Navarrete
C.O.P.S. (Liaison Member)	Cathcart	Comp Plan Amendments Docketing Committee	Klitzke; Bingle; Zappone	Parking Advisory Committee	Zappone; Klitzke; Bingle	Legislative Committee	Bingle; Zappone; Dillon
		Human Rights Commission	Dillon Navarrete	Salmon Restoration Lead Entity Community Advisors	Kiltzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Solid Waste Liaison Board	Kiltzke	Investment Committee	Cathcart
		Plan Commission - Transportation Sub.	Klitzke	Spokane Regional Transportation Council	Klitzke; Wilkerson	SERS Board	Bingle
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Dillon; Klitzke; Wilkerson	External Boards, Committees, & Commissions:	
		Downtown Spokane BID Board (Liaison Member)	Bingle			Aging and Long Term Care	Wilkerson
		Downtown Spokane Partnership (Liaison Member)	Cathcart			Association of Washington Cities Board	Zappone
		East Sprague BID Board (Liaison Member)	Dillon			Fire Pension (must include Finance Committee Chair)	Cathcart
		GMA Steering Committee of Elected Officials	Cathcart; Kiltzke; Dillon			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Library Board	Dillon			Lodging Tax Advisory Committee (1.3%)	Zappone
		Park Board	Bingle			Police Pension (must include Council President)	Wilkerson
		Park Board Exec Committee	Bingle			TPA Commission/Hotel Motel Commission	Zappone
		Priority Spokane	Zappone-Dillon			University District PDA	Wilkerson
		Regional Homeless Authority	Bingle; Dillon			University District Development Association	Wilkerson
		Spokane Arts	Dillon			Visit Spokane	Zappone
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/21/2024

Clerk's File # RES 2024-0025

Renews #

Cross Ref #

Council Meeting Date: 03/04/2024

Submitting Dept	CITY ATTORNEY	Project #	
------------------------	---------------	------------------	--

Contact Name/Phone	MICHAEL 6237	Bid #	
---------------------------	--------------	--------------	--

Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Requisition #	PAID THRU
-----------------------	--------------------------	----------------------	-----------

Agenda Item Type	Resolutions		
-------------------------	-------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

Agenda Item Name	5800 SETTLEMENT RESOLUTION		
-------------------------	----------------------------	--	--

Agenda Wording

Approving settlement of claim of Maryann Bouttu.

Summary (Background)

Ms. Bouttu is the plaintiff in a Spokane County Superior Court matter where she alleged she was injured when she tripped on a City sidewalk on Spokane Falls Blvd. in March of 2022. Plaintiff alleged the City's negligence proximately caused her injuries.

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	# 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

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

	nodle@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org
shenry@spokanecity.org	James.Scott@davies-group.com
ddaniels@spokanecity.org	dtyurin@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 12, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart and CP 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) *use the Fiscal Impact box below for relevant financial information	Approving settlement of claim of Maryann Bouttu. Ms. Bouttu is the plaintiff in a Spokane County Superior Court matter where she alleged she was injured when she tripped on a City sidewalk on Spokane Falls Blvd. in March of 2022. Plaintiff alleged the City's negligence proximately caused her injuries.
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>From Claims</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, Maryann Bouttu, (hereinafter "Plaintiff"), filed a complaint for personal injuries on February 3, 2023, in Spokane County Superior Court, arising from an incident that occurred on March 10, 2022; 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); 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 his underlying lawsuit entitled *Maryann Bouttu v. the City of Spokane; Diamond Parking; Brian and Jane Doe Winter; Bruce and Jane Doe Winter*, Cause No. 23-2-00422-32, 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:

That the City of Spokane authorizes the payment to Plaintiff in the amount of \$100,000. In return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled *Maryann Bouttu v. the City of Spokane; Diamond Parking; Brian and Jane Doe Winter; Bruce and Jane Doe Winter*, Cause No. 23-2-00422-32, 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.

ADOPTED by the City Council this _____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/26/2024

Committee Agenda type: Discussion

Council Meeting Date: 03/04/2024

Date Rec'd		2/21/2024
Clerk's File #		RES 2024-0026
Renews #		
Cross Ref #		ORD C36498
Submitting Dept	CITY COUNCIL	Project #
Contact Name/Phone	CHRIS WRIGHT 6210	Bid #
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG	Requisition #
Agenda Item Type	Resolutions	
Council Sponsor(s)	MCATHCART ZZAPPONE BWILKERSON	
Agenda Item Name	0320 - RESOLUTION DECLARING INNOVIA FOUNDATION A SOLE SOURCE	

Agenda Wording

A RESOLUTION declaring the Innovia Foundation a sole source for the providing of programming, coordination, and organization for the fiftieth anniversary celebration of the 1974 World's Fair in Spokane, and authorizing a contract with the organizatio

Summary (Background)

Council is considering a Special Budget Ordinance to allocate \$250,000 in ARPA Funds to support planning and programming for the 50th Anniversary celebration of Expo '74. A sole-source resolution is necessary to (a) recognize the Innovia Foundation as uniquely and singly situated to provide support to the event, and (b) to allow for direction of ARPA funds to the Innovia Foundation consistent with public procurement exceptions in SMC.

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

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/24
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / 625-6210
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Declaring Innovia Foundation a Sole Source Provider
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>Council is considering a Special Budget Ordinance to allocate \$250,000 in ARPA Funds to support planning and programming for the 50th Anniversary celebration of Expo '74. Currently the Innovia Foundation, in concert with the Expo+50 Partners and the City Parks and Recreation Department, is spearheading the financing and programming for the anniversary events.</p> <p>A sole-source resolution is necessary to (a) recognize the Innovia Foundation as uniquely and singly situated to provide support to the event, and (b) to allow for direction of ARPA funds to the Innovia Foundation consistent with public procurement exceptions in SMC.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$250,000</u> Current year cost: \$250,000 Subsequent year(s) cost: N/A	
Narrative: The ARPA appropriation of \$250,000 was approved by the ARPA committee and is scheduled for council consideration via a Special Budget Ordinance on February 26. This resolution is a companion to the SBO to comply with procurement rules.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* ARPA 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.) Not applicable	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>Expo '74 showcased several cultural pavilions and events, and was notable for providing local tribes greater latitude in telling the story of Native American culture and history. Even so, the story is one that needs re-telling, and the Expo anniversary is a perfect opportunity to not only showcase the</p>	

cultural elements of the original Expo event, but to tell it through the lens of a Spokane community that is now far more culturally diverse and committed to social and environmental justice. It is an occasion to highlight Spokane's new motto, "We All Belong" and to demonstrate to Spokane and its park visitors its commitment to equity. The planning for this celebration is being supported by the Innovia Foundation.

- 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?

There is no formal plan to collect data on the event, but we expect the exhibits to hew closely not only the original environmental theme but also official city policy on diversity and equity in its park operations.

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

Parks Department routinely tracks the number of visitors, concessions sales, and other data typical of any destination event, and can measure success in a number of ways. That said, the biggest benefit to celebrating the anniversary is educating the public as to the important history of Expo '74 and Riverfront Park, which is virtually unknown among much of the Spokane community, most of whom were not present or not alive when Expo '74 occurred.

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

Spokane regularly celebrates historic events and cultural milestones. The Expo '74 event celebrates what is arguably the single most important civic event and capital improvement project in the City's history.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Allocation of funds was approved by ARPA committee.

RESOLUTION NO. 2024-0026

A RESOLUTION declaring the Innovia Foundation a sole source for the providing of programming, coordination, and organization for the fiftieth anniversary celebration of the 1974 World's Fair in Spokane, and authorizing a contract with the organization.

WHEREAS, in 1974 the City of Spokane hosted the International Exposition on the Environment, Spokane 1974 ("Expo '74), the first World's Fair with an environmental theme; and

WHEREAS, Expo '74 was a transformative event that left an indelible mark on the region and our community, leading to the revitalization of the downtown area and the creation of Riverfront Park; and

WHEREAS, the year 2024 marks the 50th anniversary of the Expo '74, and provides the best opportunity to celebrate this important event, to educate new generations of Spokane citizens on the history and importance of Expo '74 to the Spokane community, and to also renew the city's commitment to environmental protection, diversity, and inclusivity; and,

WHEREAS, plans for the 50th anniversary celebration include activation of Riverfront Park and city locations over a nine-week period between May 3, 2024 and July 7, 2024, during which Spokane community will offer events within five themed categories, including Arts & Culture, Environmental Stewardship, Tribal Cultural, Expo Legacy and Sports & Recreation; and

WHEREAS, the Innovia Foundation, a Washington nonprofit corporation, has spearheaded efforts in the planning, financing, and logistical support for the Expo '74 celebration, and is uniquely poised to leverage funds toward that effort, and is clearly and legitimately the single source for services related to the Expo '74 celebration; and

WHEREAS, pursuant to Spokane Municipal Code Chapter 07.06, procurement of personal services is ordinarily by public bidding or proposal when the estimated cost of such services exceeds fifty thousand dollars in a twelve-month period; and

WHEREAS, pursuant to Spokane Municipal Code Section 07.06.170, the City Council may waive competitive bid processes for contracts over the minor contract threshold if the requested services "are clearly and legitimately limited to a single source of supply as determined by documented research," or if the requested services involve special facilities or market conditions; and

WHEREAS, Innovia Foundation is providing services under that Expo+50 Anniversary Fund agreement by and between Innovia Foundation, Expo+50 Partners, and the Spokane Parks and Recreation Department, executed on or about March 11, 2023 ("Fund Agreement"); and

WHEREAS, the City is not aware of any other organization other than Innovia Foundation that can provide financing and logistical support for the Expo '74 celebration, assuming purchasing staff were to solicit bids or proposals for the service; and

WHEREAS, the City Council desires to recognize Innovia Foundation as a sole source provider for planning, financing, and logistical support for the Expo '74 celebration.

- NOW, THEREFORE,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the Innovia Foundation a sole source for the planning, financing, and logistical support for the Expo '74 celebration; and

BE IT FURTHER RESOLVED that City Council authorizes the direction of funds designated by the City Council for the Expo '74 celebration to the Innovia Foundation without competitive bidding, to be expended according to the terms of the Fund Agreement.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney