

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 May 6, 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 May 6, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 390 62111; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 3, 2024, and ending at 6:00 p.m. on Monday, May 6, 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 May 6, 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., 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 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.
- 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. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- 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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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.
- E. Those who wish to provide commentary but do not wish to give verbal 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 or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. 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 open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 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. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- 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

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 6, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|----------------|--------------------------------------|
| <p>1. Acknowledgement of Award from the Traffic Safety Commission for DUI Court—\$200,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
Sarah Thompson</p> | <p>Approve</p> | <p>OPR 2024-0334</p> |
| <p>2. Contract Renewal 1 of 4 with Phoenix Counseling Services, LLC (Spokane) to continue to provide domestic violence intervention treatment effective May 1, 2024, through April 30, 2025—not to exceed \$90,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
Sarah Thompson</p> | <p>Approve</p> | <p>OPR 2023-0658</p> |
| <p>3. Low Bid of <u>(to be determined at bid opening) (City, ST)</u> for 2024 Arterial Grind and Overlay project—\$_____. An administrative reserve of \$____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Dan Buller</p> | <p>Approve</p> | <p>OPR 2024-0335
ENG 2022089</p> |
| <p>4. Contract Extension with Starplex Corporation (Spokane) for city-wide security services from March 1, 2024, through October 31, 2024—not to exceed \$500,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) Dave Steele</p> | <p>Approve</p> | <p>OPR 2019-0961</p> |

- 5. **Contract Amendment and Extension with Pomp Tire Services (Spokane) for miscellaneous tire services from January 1, 2024, through June 30, 2024—not to exceed \$100,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**
Rick Giddings Approve OPR 2022-0903
- 6. **Contract Renewal 3 of 4 with Mitchell Humphrey and Company (St. Louis, MO) for annual maintenance and support of the City’s financial management system from July 1, 2024, through June 30, 2025—\$105,724.55 (inc. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**
Michael Sloon Approve OPR 2021-0406
- 7. **Master Contract Renewal with Copiers Northwest, Inc., (Seattle, WA) for purchasing, leasing, service, software maintenance and support for the City’s copier and printer purchases from April 1, 2024, through March 31, 2025—\$300,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**
Michael Sloon Approve OPR 2021-0200
- 8. **Report of the Mayor of pending:** Approve & Authorize Payments
 - 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 \$_____.** CPR 2024-0002
 - b. **Payroll claims of previously approved obligations through _____, 2024: \$_____.** CPR 2024-0003
- 9. a. **City Council Meeting Minutes: _____, 2024.** Approve All CPR 2024-0013
- b. **City Council Standing Committee Meeting Minutes _____, 2024.**

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C36517 Establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Adam McDaniel

FIRST READING ORDINANCES

- ORD C36518 Relating to the executive and administrative organization of the City, and amending SMC section 3.01A.350. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Matt Boston
- ORD C36519 Repealing inactive boards; repealing Chapters 04.06, 04.20, 04.24, 04.39 and Article IV of Chapter 10.27A of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Motion to Approve Advance Agenda for May 6, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The May 6, 2024, Regular Legislative Session of the City Council is adjourned to May 13, 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:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Consent**Date Rec'd**

4/8/2024

Clerk's File #

OPR 2024-0334

Renews #**Cross Ref #**

ORD C36453

Council Meeting Date: 05/06/2024**Submitting Dept**

MUNICIPAL COURT

Project #**Contact Name/Phone**

SARAH 509-309-6948

Bid #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Agenda Item Name

0560-MUNICIPAL COURT RECEIVED AWARD FROM TRAFFIC SAFETY

Agenda Wording

To retroactively acknowledge the award from the Traffic Safety Commission for DUI Court in the amount of \$200,000. The Special Budget Ordinance was approved by council on October 30, 2023.

Summary (Background)

DUI Court received \$200,000 in funding from the Traffic Safety Commission for October 1, 2023 through September 30, 2024. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will support the DUI Court program with drug and alcohol testing; bus pass; community engagement; interlock; and evaluation. The SBO was approved by council on October 30, 2023.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This award from the Traffic Safety Commission does not require a match. This award does not include any positions. This was briefed at Urban Experience Committee on 9/11/23 and inadvertently missed the LA process. The SBO passed on October 30, 2023.

Amount**Budget Account**

Expense \$ 200,000

1360-91220-12510-54101-99999

Revenue \$ 200,000

1360-91220-99999-33320-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DELANEY, HOWARD

Division Director

O'SULLIVAN, KRISTIN

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org

Sarah Thompson sthompson@spokanecity.org

Kim Bustos kbustos@spokanecity.org

Derrek Daniels ddaniels@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0560-Municipal Court received award from Traffic Safety Commission
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>To retroactively acknowledge the award from the Traffic Safety Commission for DUI Court in the amount of \$200,000. The Special Budget Ordinance was approved by council on October 30, 2023.</p> <p>The funding will support the DUI Court program with drug and alcohol testing; bus pass; community engagement; interlock; and evaluation. The SBO was approved by council on October 30, 2023.</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>\$200,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This award from the Traffic Safety Commission does not require a match. This award does not include any positions.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</p>	

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

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

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

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

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

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



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

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

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

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project 2024-FG-5009-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2023, whichever is later, and remain in effect until September 30, 2024, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

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

potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important. The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

3.1.2 Project Purpose and Strategies

The purpose of the project is to:

Provide funding support for training and operations of the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism. Participants in DUI court programs that closely follow the 10 guiding principles have been shown to have a significant reduction in recidivism, with one study from Michigan showing that participants of DUI courts are 19 times less likely to reoffend than offenders processed through a traditional court (National Centers for DWI Courts).

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program. This grant will also support program evaluation efforts internally by the court and external by a local university or other entity to identify programmatic opportunities for improvement to maximize success and reduce recidivism rates.

Funding for this grant may include, but is not limited to:

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants. EHM services are beneficial to the DUI offender because they have been shown to reduce alcohol use and impaired driving, and because it allows the offender to remain out of jail and maintain the ability to work, attend treatment services, maintain family and positive relationships, etc. Per the tenth edition of Countermeasures That Work, DUI offender monitoring with electronic monitoring has been evaluated and shows “substantial reductions in DWI recidivism”. The effectiveness rating for this strategy is 4 stars, with a citation that the strategy is “proven for reducing recidivism”.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Evaluation Services – Project evaluation to identify recidivism rates, analyze court data to make programmatic improvements, development, and implementation of comprehensive exit surveys to DUI court program participants on the program, treatment, interaction with the judge, etc. Project evaluation activities may include, but is not limited to, partnering with local universities or other entities as a subcontractor to analyze court data and provide comprehensive feedback to the program.

Strategies used:

Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)

Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)

WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and

sober support meetings to assist in recidivism reduction.

3.2 PROJECT GOALS

- 1) Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.
- 2) Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.
- 3) Expand knowledge of the DUI court program to the public through community engagement.
- 4) Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.
- 5) Conduct internal and external program evaluation to improve the DUI Court Program

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$200,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the

scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

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

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

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$5,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

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

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

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$200,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

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

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld.

The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 41.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

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

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

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

12. COST PRINCIPLES

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

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the

parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

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

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

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

16. INCOME

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

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with,

or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

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

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

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

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

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

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

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

otherwise use and transfer these rights.

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

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

24. SAVINGS

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

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

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

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. WAIVER

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

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

32. BUY AMERICA ACT

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

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

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

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

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any

lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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 or debarment.

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

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

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification,

such participant shall attach an explanation to this Agreement.

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

34.1. The SUB-RECIPIENT shall:

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

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

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

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

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

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

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

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

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

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

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

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

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

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

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

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

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

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

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the

political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

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

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

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by

NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Sarah Thompson sthompson@spokanecity.org 509-625-4146	Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860 ext.

43. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

Signature: Howard F. Delaney
Howard F. Delaney (Sep 6, 2023 14:26 PDT)

Email: hdelaney@spokanecity.org

Name: Howard Delaney

Title: Municipal Court Coordinator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Pamela Pannkuk*

Email: ppannkuk@wtsc.wa.gov

Name: Pam Pannkuk

Title: Deputy Director

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$0.00	0%	\$0.00	\$0.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$197,500.00	0%	\$0.00	\$197,500.00
Goods and Services		\$2,500.00	0%	\$0.00	\$2,500.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$200,000.00		\$0.00	\$200,000.00

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. Additionally, this grant will pay for program evaluation to identify opportunities to improve program practices and reduce recidivism rates. The grantee has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details	Completion Date
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or summary of the screening process to WTSC.	09/30/2024
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis testing on all participants and additional testing methods on a case-by-case basis, as deemed necessary by the presiding judge.	09/30/2024
Provide analysis of testing results to WTSC each quarter.	Attach a summary report to each quarterly progress report. This report should include data such as: <ul style="list-style-type: none"> • Number and percentage of DUI Court participants who are tested each quarter. • Summary of test results. • Number of DUI Court participants who are sanctioned due to positive drug or alcohol test. • Number/percentage of missed tests. 	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of DUI Court participants who are determined to be eligible for financial assistance for drug and alcohol testing.	Quarterly	Process	30
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug or alcohol test during the reporting period.	Quarterly	Process	100

Percentage of DUI Court participants eligible for financial support who are tested each quarter.	Quarterly	Process	100
Total Number of DUI Court participants enrolled	Quarterly	Process	30

Goal 2 - Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details	Completion Date
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important component of the DUI Court model. Electronic monitoring and ignition interlock services are a great way to monitor a participant's alcohol use.	09/30/2024
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for these services should be only used for DUI Court participants who do not have the financial means to pay for it. The Spokane Municipal Court should develop criteria for what this looks like in practice and share that with WTSC.	09/30/2024
Provide ignition interlock services as recommended by the court.		09/30/2024

Measure	Reporting Frequency	Type	Target
Number of DUI court participants who receive continuous monitoring services	Quarterly	Process	30
Number of participants receiving ignition interlock services	Quarterly	Process	30

Goal 3 - Expand knowledge of the DUI court program to the public through community engagement.

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Objective	Objective Details	Completion Date
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment increases when there is support for the DUI Court from stakeholder groups. We encourage you to meet with your stakeholder groups and encourage their support of the program to sustain or increase enrollment, as necessary.	09/30/2024
Conduct annual DUI court townhall	Annual event focused on educating the public on the DUI court.	09/30/2024

Measure	Reporting Frequency	Type	Target
Outreach – number of external stakeholders met with	Quarterly	Process	10
Conduct DUI Court Townhall Education Event	Annual	Process	1

Goal 4 - Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details	Completion Date
Provide transportation support for DUI Court participants	Funding may be used for the purchase of bus vouchers tracked by the court to ensure that WTSC-funded bus passes are used solely for the purpose of court-related travel. Provide a summary of transportation utilization funded by this grant on a quarterly basis.	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of participants receiving transportation assistance	Quarterly	Process	30

Goal 5 - Conduct internal and external program evaluation to improve the DUI Court Program

Objective	Objective Details	Completion Date
Internal Evaluation - Use data collected by the program to conduct an internal evaluation to identify opportunities for improvement and to ensure that the court program is meeting best practices.	The goal of the internal evaluation is to evaluate court data to respond appropriately to participant behaviors.	09/30/2024
External evaluation – Partner with local universities or other entities as a subcontractor to analyze court data and provide comprehensive feedback to the program.		09/30/2024
Utilize results from the evaluation to enhance the DUI Court program.		09/30/2024
Review screening, assessment, and referral processes each quarter to identify possible process improvements.		09/30/2024

Measure	Reporting Frequency	Type	Target
Provide summary report of internal evaluation process, findings, and identified opportunities for improvement	Annual	Process	1
Provide external evaluation report from subcontractor	Annual	Process	1
Summarize programmatic changes that will be made as a result of the internal and external evaluations	Annual	Process	1










Interagency Agreement-2024-FG-5009-Spokane Municipal DUI Court(25394523)_202309061725

Final Audit Report

2023-09-20

Created:	2023-09-06
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFsm9-v6vktSu8qj_GA_MNKh_CaUwYWWVe

"Interagency Agreement-2024-FG-5009-Spokane Municipal DUI Court(25394523)_202309061725" History

-  Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2023-09-06 - 9:25:34 PM GMT- IP address: 54.68.136.215
-  Document emailed to hdelaney@spokanecity.org for signature
2023-09-06 - 9:25:40 PM GMT
-  Email viewed by hdelaney@spokanecity.org
2023-09-06 - 9:26:11 PM GMT- IP address: 198.1.39.252
-  Signer hdelaney@spokanecity.org entered name at signing as Howard F. Delaney
2023-09-06 - 9:26:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Howard F. Delaney (hdelaney@spokanecity.org)
Signature Date: 2023-09-06 - 9:26:56 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Pamela E Pannkuk (ppannkuk@wtsc.wa.gov) for signature
2023-09-06 - 9:26:57 PM GMT
-  Email viewed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-09-14 - 1:39:22 PM GMT- IP address: 104.47.65.254
-  New document URL requested by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-09-14 - 1:39:30 PM GMT- IP address: 198.239.155.119
-  Document e-signed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
Signature Date: 2023-09-20 - 8:51:51 PM GMT - Time Source: server- IP address: 198.239.155.119

✔ Agreement completed.

2023-09-20 - 8:51:51 PM GMT



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Consent

Date Rec'd

4/8/2024

Clerk's File #

OPR 2023-0658

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept

MUNICIPAL COURT

Project #

Contact Name/Phone

SARAH 509-309-6948

Bid #

Contact E-Mail

STHOMPSON@SPOKANECITY.ORG

Requisition #

CR26178

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Agenda Item Name

0560-MUNICIPAL COURT CONTRACT RENEWAL WITH PHOENIX COUNSELING

Agenda Wording

Contract renewal 1 of 4 with Phoenix Counseling Services, LLC. (Spokane, WA) to continue to provide Domestic Violence Intervention Treatment effective May 1, 2024 through April 30, 2025 not to exceed \$90,000.

Summary (Background)

Municipal Court entered into a contract with Phoenix Counseling Services, LLC, in accordance with RFP 5841-23 issued by the City to provide domestic violence screening, assessment and treatment services to participants involved in the Domestic Violence Intervention Treatment Court. The original agreement was accepted under OPR 2023-0658 on June 26, 2023.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 90,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The services provided under this contract are reimbursed by the Administrative Office of the Courts under agreement IAA24229. IAA24229, which was approved pursuant to OPR 2023-0854, expires 06/30/2024. Another grant is expected for July 2024-June 2025.

Amount

Budget Account

Expense \$ 15,000

1360-91217-12510-54101-99999

Expense \$ 75,000

1360-912XX-12510-54101-99999 future grant

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DELANEY, HOWARD

Division Director

O'SULLIVAN, KRISTIN

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org

Sarah Thompson sthompson@spokanecity.org

Kim Bustos kbustos@spokanecity.org

Derrek Daniels ddaniels@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	4/8/2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0560-MUNICIPAL COURT CONTRACT RENEWAL WITH PHOENIX COUNSELING SERVICES
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>Contract renewal 1 of 4 with Phoenix Counseling Services, LLC. (Spokane, WA) to continue to provide Domestic Violence Intervention Treatment effective May 1, 2024 through April 30, 2025 not to exceed \$192,000.</p> <p>Municipal Court entered into a contract with Phoenix Counseling Services, LLC, in accordance with RFP 5841-23 issued by the City to provide domestic violence screening, assessment and treatment services to participants involved in the Domestic Violence Intervention Treatment Court. The original agreement was accepted under OPR 2023-0658 on June 26, 2023.</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>Click or tap here to enter text.</u></p> <p> Current year cost: \$192,000</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>The services provided under this contract are reimbursed by the Administrative Office of the Courts under agreement IAA24229.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts</p>	

such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

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

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

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

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

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

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



City of Spokane
CONTRACT RENEWAL
1 of 4
Title: DOMESTIC VIOLENCE
SCREENING, TREATMENT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PHOENIX COUNSELING SERVICES, LLC**, whose address is 901 East Second Avenue, Suite 204, Spokane, Washington 99202, 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 Domestic Violence Screening, Treatment Assessment, and Treatment Services; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 27, 2023 and June 20, 2023, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on May 1, 2024 and end on April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

PHOENIX COUNSELING SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate of Debarment

24-048

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

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

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

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

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

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

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

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/24/2024

Clerk's File #

OPR 2024-0335

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2022089

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-2024 ARTERIAL GRIND & OVERLAY (2022089)TO BE

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Arterial Grind and Overlay - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

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 __. __ 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**

Select

\$

#

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>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org	jgraff@spokanecity.org
pyoung@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Arterial Grind & Overlay
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	<ul style="list-style-type: none"> The project shown on the attached exhibit is the periodic arterial grind & overlay series of projects funded by the arterial street fund. The two segments of this project are adjacent to other projects meaning that the result will be upgraded corridors. Curb ramps will also be upgraded. Total length of street to receive chip sealing is 4.9 miles. Construction is planned for this summer/fall.
<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>\$2M</u></p> <p> Current year cost: \$2M</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 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>	
<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? 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. 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? 	

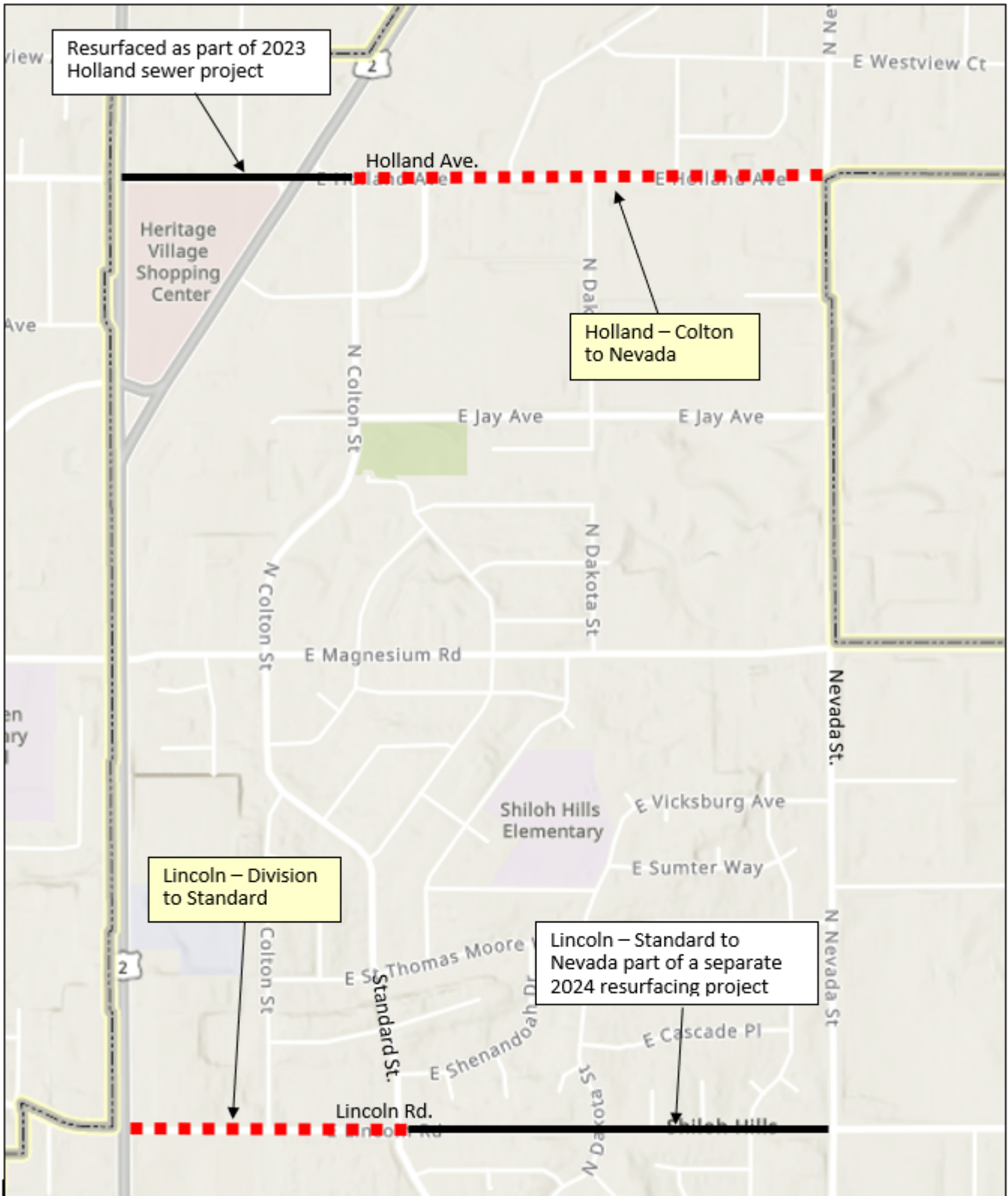
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Consent**Date Rec'd**

4/24/2024

Clerk's File #

OPR 2019-0961

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

FACILITIES MANAGEMENT

Project #**Contact Name/Phone**

DAVE STEELE 625-6040

Bid #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES CITY WIDE SECURITY SERVICES

Agenda Wording

We are requesting Council approval to (1) extend the contract for the period of 03/01/2024 to 10/31/2024 and (2) add an additional \$500,000.00 to the contract amount.

Summary (Background)

This additional budget authority will cover the security needs for City Hall, Intermodal Facility, City Council meetings, various other city meetings, Community Courts, the security needs at the landfills, events for the Parks Department including the Expo '74 -50th Anniversary events and any possible needs for cooling/heating shelters at various libraries.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$ \$500,000.00

Subsequent Year(s) Cost \$

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

Expense \$ 500,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rscott@cmprotectionsfun.com

klong@spokanecity.org

kbustos@spokanecity.org

laga@spokanecity.org

dchristiansen@cmprotectionsfun.com

Council Briefing Paper Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	FACILITIES MANAGEMENT
Contact Name	DAVE STEELE
Contact Email & Phone	dsteele@spokanecity.org 509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Starplex (1) extension of OPR 2019-0961 (March 1, 2024 through October 31, 2024) and (2) add an additional \$500,000 to the total contract amount.
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>We are requesting Council approval to (1) extend the contract for the period 03/01/2024 to 10/31/2024 and (2) add an additional \$500,000 to the total contract amount.</p> <p>This additional budget authority will cover the security needs for City Hall, Intermodal Facility, City Council meetings, various other city meetings, Community Courts, the security needs at the landfills, events for the Parks Department including the Expo '74 - 50th Anniversary and any possible needs for cooling/heating shelters at various Libraries.</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>\$500,000.00</u></p> <p> Current year cost: \$500,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Facilities monitors all the invoices for security services.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? General Fund</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? • 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? 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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?

Council Subcommittee Review

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



City of Spokane
CONTRACT EXTENSION
Title: **SECURITY SERVICES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 907 West Sharp Avenue, Spokane, Washington 99201 as Firm, individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide City Wide Security Services; and

WHEREAS, the original Contract provided two additional one year extension periods with this being the last of those extensions; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 4, 2019 and December 5, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on March 1, 2024 and shall run through October 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STARPLEX CORPORATION

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

24-064



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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 k.p.d. Insurance LLC PO Box 784 Springfield OR 97477	CONTACT NAME: PHONE (A/C, No, Ext): 541-741-0550	FAX (A/C, No): 541-741-1674
	E-MAIL ADDRESS:	
INSURED Starplex Corporation dba: Crowd Management Services (CMS) 12722 NE Airport Way Portland OR 97230-1027	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Specialty Insurance Company	
	INSURER B: National Liability & Fire Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 31295 20052

COVERAGES

CERTIFICATE NUMBER: 300131291

REVISION NUMBER:

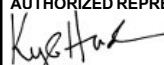
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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:			0195333	6/15/2023	6/15/2024	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 Retention per Occ \$ 10,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73APB006680	6/15/2023	6/15/2024	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 \$ \$
	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						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: All Operations. The City of Spokane, its agents, officers and employees are additional insured per attached L807 10/19.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Director of Admin Services, 7th Fl, City Hall 808 W Spokane Falls Blvd Spokane WA 99201-3304	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 
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY -
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR
AGREEMENT
(Including Completed Operations)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
2. "Your work" and included in the "products-completed operations hazard".

but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.

C. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

2. "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule of this endorsement.

D. With respect to the insurance afforded to the additional insured, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. The following condition is **added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**

If required in a written contract, the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that:

1. Occurs while performing ongoing operations for the additional insured, or
2. Is included in the "products-completed operations hazard" and arises out of "your work" that was completed by or on behalf of any insured after the date shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



< Business Lookup

License Information:

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

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: [Profit Corporation](#)

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519

Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027

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
Minor Work Permit				Active	May-31-2024	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2024	Oct-15-2012

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

Governing people	Title
CHRISTIANSEN, DAVID	
MAENZA, LOUISE	
SCOTT, RANDY	

Registered Trade Names

Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022



Registered trade names	Status	First issued
DEPT OF LICENSING BRANCH OFFICE - SECURITY GUARD BUS.	Active	Jan-22-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/11/2024 1:52:08 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Consent

Date Rec'd 4/24/2024

Clerk's File # OPR 2022-0903

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept	FLEET SERVICES	Project #	
------------------------	----------------	------------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Bid #	
---------------------------	------------------------	--------------	--

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

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

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

Agenda Item Name	POMP'S SERVICE CONTRACT EXTENSION AND FUNDING		
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Agenda Wording

Fleet Services would like to add \$100,000 and extend our service contract with Pomp's Tire to coincide with Washington DSC's extended contract period.

Summary (Background)

The city is authorized to utilize Washington Development Services Center contracts to meet City competitive purchasing requirements. Pomp's Tire Service Contract with Washington DSC was set to expire on March 31. DSC has extended their contract to June 30, 2024. We would like to extend our contract with Pomp's to coincide with DSC's new expiration date. We will need to add \$100,000 to the contract to fund for the additional months.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$ 100,000.00

Subsequent Year(s) Cost \$

Narrative

Expenditures for tire related service will not increase. The additional \$100,000 is to fund for 3 additional months.

Amount

Budget Account

Expense	\$ 100,000.00	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rgiddings@spokanecity.org

atrussell@spokanecity.org

tbrazington@spokanecity.org

tprince@spokanecity.org

randy.chance@pompstire.com

fleetservicesaccounting@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pomp’s Service Contract Extension and Funding
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	Pomp’s Tire Service Contract with Washington State DSC was set to expire on March 31, 2024. It has been extended to June 30, 2024. Fleet would like to extend our contract with Pomp’s to coincide with the DSC expiration. We will also need to add \$100,000 to the contract to allow for sufficient funding for the additional months. Once the new DSC contract is in place, we will enter a new contract for the future term.
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: \$100,000 Subsequent year(s) cost: 0	
Narrative: <u>The City is authorized to utilize Pomp’s pre-competed contract with Washington State Development Services Center which meets with City’s Competitive Purchasing requirement.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
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)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None identified. • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Pricing and service data is collected by Fleet for future competitive analysis. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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 Centralized Fleet Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No Subcommittee in place for this topic.



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: MISCELLANEOUS TIRE SERVICES

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment to the Fleet Department; and

WHEREAS, additional funds are needed and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 19, 2022 and December 20, 2022, any previous amendments, renewals and / or extensions / 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/Extension shall become effective on January 1, 2024 and shall run through June 30, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

POMP TIRE SERVICES

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

24-057



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Consent

Date Rec'd 4/24/2024

Clerk's File # OPR 2021-0406

Renews #

Cross Ref # RES 2018-0040

Council Meeting Date: 05/06/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	
---------------------------	------------------	--------------	--

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 26203
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND		
-------------------------	--	--	--

Agenda Wording

Contract Renewal w/Mitchell Humphrey & Company, St. Louis, Missouri, for annual maintenance & support of City's Financial Management System (FMS). From 07/01/2024 through 06/30/2025. Total cost is \$96,995.00, plus sales tax. Third of four renewals.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 105,724.55 (including tax)
------------	-------------------------------

Current Year Cost	\$ 105,724.55 (including tax)
-------------------	-------------------------------

Subsequent Year(s) Cost	\$ 108,896.29 (including tax)
-------------------------	-------------------------------

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense	\$ 96,995.00 + sales tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Total cost of \$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%). 2023 contracted amount was \$102,645.30 including taxes. The difference in cost is due to a 3% CPI.

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	MARTINEZ, LAZ
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Cindy Bari CBari@mitchellhumphrey.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	Information Technology
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Mitchell Humphrey FMS Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Term is July 1, 2024 – June 30, 2025, for a total cost of \$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%). 2023 contracted amount was \$102,645.30 including taxes. The difference is cost is due to a 3% CPI.
Fiscal Impact	<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>\$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%)</u></p> <p>Current year cost: \$105,724.55</p> <p>Subsequent year(s) cost: \$108,896.29</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	Not applicable – annual maintenance and support
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	Not applicable – annual maintenance and support

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

Not applicable – annual maintenance and support

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial Management software.



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: ANNUAL MAINTENANCE AND SUPPORT
OF FINANCIAL MANAGEMENT SYSTEM

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein the Consultant agreed to provide Annual Maintenance and Support of the City of Spokane's Financial Management System (FMS); and

WHEREAS, the original Contract provided for four (4) additional one-year extensions, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated June 24, 2021, and any previous amendments, renewals and / or extensions / 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. TERM.

This Contract Renewal shall become effective on July 1, 2024, and end on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **NINETY-SIX THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$96,995.00)**, plus applicable tax, in accordance with Company's March 25, 2024 Invoice, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Corporation has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Company’s March 25, 2024 Invoice

24-050

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

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

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

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

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

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

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

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



MITCHELL
HUMPHREY
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellbumphey.com

March 25, 2024

Ms. Becca Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becca:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2024 through June 30, 2025.

General Ledger and related modules	\$24,160.00
Accounts Payable	10,270.00
Accounts Receivable-Invoicing	13,260.00
Purchasing and related modules	23,920.00
FMS-EXEC	3,060.00
Test Account	10,125.00
FMS Productivity Suite	4,645.00
AP ACH Wire Transfer	910.00
Fixed Assets	4,775.00
Credit Card Processing	<u>1,870.00</u>
Total Maintenance	\$96,995.00

Sincerely,

Cindy Bari
Secretary-Treasurer



< Business Lookup

License Information:

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

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: [Profit Corporation](#)

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

Mailing address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d:
Spokane General Business - Non-Resident	T12010792BUS			Active	Nov-30-2024	Oct-15-2012

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

Governing people	Title
HUMPHREY, KATHLEEN A.	
HUMPHREY, MATTHEW	
WOLPERT, THOMAS M.	

The Business Lookup information is updated nightly. Search date and time: 11/10/2023 12:00:51 PM



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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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of MO, LLC 12645 Olive Blvd Ste 300 St Louis, MO 63141 314 523-8800	CONTACT NAME: Johanna Winfield
	PHONE (A/C, No, Ext): 314 523-8800 FAX (A/C, No): 314 453-7555 E-MAIL ADDRESS: Johanna.Winfield@assuredpartners.com
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis, MO 63141	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Sentinel Insurance Company Ltd 11000
	INSURER B : Hartford Underwriters Insurance Co 30104
	INSURER C : Tokio Marine HCC- Specialty Group
	INSURER D :
	INSURER E :
INSURER F :	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EBL \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HNOA \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			84SBAPC2547	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WECBH0776	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Tech E&O and Cyber Liability			H23TG3358400	07/01/2023	07/01/2024	2,000,000 Aggregate 2,000,000 Per Claim

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

City of Spokane is listed as Additional Insured as respects the General Liability and Business Auto Liability coverages where required by written contract. 30 Days' Notice of Cancellation is afforded the Additional Insured via endorsement.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Consent**Date Rec'd**

4/24/2024

Clerk's File #

OPR 2021-0200

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 MASTER CONTRACT COPIERS NORTHWEST RENEWAL

Agenda Wording

Master Contract Renewal with Copiers Northwest, Inc., Seattle, Washington, From 04/01/2024 through 03/31/2025. Total cost is \$300,000.00, including sales tax.

Summary (Background)

Renewal of Master Contract with Copiers Northwest, Inc., for purchasing, leasing, service, software maintenance and support for the City of Spokane's copier and printer purchases. Contract will provide the City with a Master Contract (to be managed by IT) from which all City Departments will accrue future copiers or printers. Utilizing WA State Contract #06619 (NASPO No.140595). 2023 contracted amount was \$300,000.00, plus sales tax.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 300,000.00, plus sales tax

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Master Contract with Copiers Northwest, Inc. for expenditures related to copiers and printers citywide. Utilizing WA State Contract #06619 (NASPO No.140595).

Amount**Budget Account**

Expense \$ 300,000.00, including tax

Various Accounts

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MARTINEZ, LAZ

Division Director

MARTINEZ, LAZ

Accounting Manager

BUSTOS, KIM

Legal

SMITHSON, LYNDEN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

John Hines jhines@copiersnw.com

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Cylas Engeland cengeland@spokanecity.org

Kenn Freeman kfreeman@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	IT
Contact Name	Mike Sloon
Contact Email & Phone	msloon@spokanecity.org , 625-6478
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Copiers NW Master Contract renewal
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	Master Contract with Copiers Northwest, Inc. for purchasing, leasing, service, software maintenance and support for the City of Spokane’s copier and printer purchases. Contract will provide the City with a Master Contract (to be managed by IT) from which all City Departments will accrue future copiers or printers. Utilizing WA State Contract #06619 (NASPO No.140595). Total cost is \$300,000.00 including sales tax. Term is April 1, 2024 – March 31, 2025. 2023 contracted amount was \$300,000.00 including tax.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000.00 including sales tax</u> Current year cost: \$300,000.00 including sales tax Subsequent year(s) cost: \$300,000.00 including sales tax	
Narrative: Master Contract with Copiers Northwest, Inc. for expenditures related to copiers and printers citywide. Utilizing WA State Contract #06619 (NASPO No.140595). Term is April 1, 2024 – March 31, 2025.	
Funding Source <input type="checkbox"/> One-time <input checked="" 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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – IT Hardware and Support	

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

Not applicable – IT Hardware and Support

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

IT routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current 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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient infrastructure.



City of Spokane
CONTRACT EXTENSION
Title: **COPIERS AND MANAGED
PRINT SERVICES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COPIERS NORTHWEST, INC.**, whose address is 601 Dexter Avenue North, Seattle, Washington 98109, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Purchasing, Leasing, Service, Software Maintenance and Support for the City of Spokane's Copier and Printer Purchases; and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated April 2, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Extension.

4. DEBARMENT AND SUSPENSION.

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

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

COPIERS NORTHWEST, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certification Regarding Debarment

24-047

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

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

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

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

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

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

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

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



Business Lookup

License Information:

New search Back to results

Entity name: COPIERS NORTHWEST, INC.
Business name: COPIERS NORTHWEST INC
Entity type: Profit Corporation
UBI #: 600-628-310
Business ID: 001
Location ID: 0001
Location: Active
Location address: 615 S ALASKA ST SEATTLE WA 98108-1728
Mailing address: 615 S ALASKA ST SEATTLE WA 98108-1728
Excise tax and reseller permit status: Click here
Secretary of State status: Click here

Table with 7 columns: Endorsements held at this location, License #, Count, Details, Status, Expiration date, First issuance date. Contains 3 rows of license data.

Page 2 of 3

Endorsements

Filter input field

Table with 7 columns: Endorsements held at this location, License #, Count, Details, Status, Expiration date, First issuance date. Contains 2 rows of endorsement data.



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d:
Pacific General Business - Non-Resident	2125			Active	Jun-30-2024	Oct-27-2021
Puyallup General Business - Non-Resident	2008026			Active	Jun-30-2024	Mar-12-2010
Redmond General Business - Non-Resident	RED09-000279			Active	Jun-30-2024	Oct-14-2009
Richland Retail & Wholesale Business	C18000			Active	Jun-30-2024	Sep-09-2009
Shelton General Business	8003990			Active	Jun-30-2024	Sep-12-2018
Spokane General Business - Non-Resident	T12056119BUS			Active	Jun-30-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2024	Feb-20-2009
Sumner General Business - Non-Resident				Active	Jun-30-2024	Oct-30-2009

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

Governing people	Title
PETRIE, GREGG	
PETRIE, MARK	

Registered Trade Names

Registered trade names	Status	First issued
BLUZEBRA TECHNOLOGIES	Active	Apr-19-2012
WATERSMART COOLERS	Active	Mar-31-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:38:30 AM

[Contact us](#)

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[Take our survey!](#)

Don't see what you expected?
Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

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 Brown & Brown of Washington, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Carol Caughey ACSR PHONE (A/C, No, Ext): (206) 956-1600 E-MAIL ADDRESS: Carol.Caughey@bbrown.com	FAX (A/C, No): (206) 956-9600
INSURED Copiers Northwest, Inc 615 S Alaska Street Seattle WA 98108		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Company	NAIC # 19682
		INSURER B: Hartford Casualty Insurance Company	29424
		INSURER C: Lloyd's of London	15792
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23 Master Blkt All cov

REVISION NUMBER:

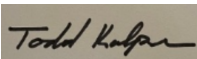
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		52 UUN HC1229	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UENCG7563	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52 RHU HC1531	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	52 UUN HC1229	07/28/2023	07/28/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" 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
C	Cyber Liability Claims Made			MPL2314029.23	10/11/2023	07/28/2024	Each Claim or Event \$3,000,000 Retention \$25,000

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

Re: Working within the Public Right-of-Way

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane WA 99201334	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown of Washington, Inc.		NAMED INSURED Copiers Northwest, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Insured:
 The City of Spokane
 But only to the extent of the policy language and endorsements.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/17/2024

Clerk's File #

ORD C36517

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

ORDINANCE ESTABLISHING A TRANSPORTATION COMMISSION

Agenda Wording

This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.?? Background The City of Spokane has four transportation-related boards and commissions: (BAB, CTAB, Pkg Advisory, & PCTS)

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

The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

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

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4/15/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel Spencer Gardner Colin Quinn-Hurst
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Establishing a Transportation 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><u>Overview</u> This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process for the passage of formal recommendations to City Council and the Mayor's Office regarding transportation policies, initiatives, projects, and programs.</p> <p><u>Purpose</u> The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.</p> <p><u>Background</u> The City of Spokane has four transportation-related boards and commissions:</p> <ul style="list-style-type: none"> • Bicycle Advisory Board (BAB) • Citizens' Transportation Advisory Board (CTAB) • Parking Advisory Board • Plan Commission Transportation Subcommittee (PCTS) <p>These transportation-related boards and commissions lack a clear and unified process for passing formal recommendations to the City Council and to the Mayor's Office. Furthermore, the City has struggled to recruit enough applicants to fill the positions established by these four boards. Because roles and responsibilities within these boards often overlap, both residents and City staff find it challenging to identify the appropriate advisory body to attend for a given topic. City staff regularly give the same presentation to multiple advisory bodies. Consolidating the boards into one Transportation Commission will provide a transparent and holistic venue for consideration of transportation initiatives, programs, and projects and a formalized process for making recommendations to the City Council and Administration.</p> <p>The Transportation Commission format is consistent with best practices adopted by other mid-size and large cities in the State of Washington (Bellevue, Bellingham, Kirkland, & Tacoma, and Vancouver).</p>

Section 1

Establishes Planning and Economic Development Services as the departmental staff to the Transportation Commission. This mirrors Planning and Economic Development Services' current role as administrative staff to the Plan Commission Transportation Subcommittee and Bicycle Advisory Board.

Sections 2-4

The municipal code sections governing the Citizens' Transportation Advisory Board (CTAB) and the Parking Advisory Board will be repealed. Plan Commission Transportation Subcommittee was created by a 2014 resolution and its consolidation into the Transportation Commission does not require any code change. The Transportation Commission will assume all the duties and responsibilities of these boards.

Section 5

04.40.10 – Purpose statement

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.

04.40.020 –Definitions section

04.40.030 – Voting Membership

- The Transportation Commission will consist of 9 commissioners nominated by the Mayor and appointed by the City Council through the normal boards and commissions process.
- Each city council district will have one resident on the Commission.
- One member will be a downtown resident or owner/operator of a downtown business who has experience with the City's parking system.
- One at-large member will represent the bicycling community and be familiar with the Bicycle Master Plan.
- The Commission will also include four members with technical expertise who either reside in the city or work in the city. One of those experts will bring an expertise focused on ADA requirements and experience with the transportation needs of mobility-impaired populations.

04.40.040 – Appointment and Term

- Commission member terms will be four years. This matches the term length for Plan Commission.

04.40.050 – Liaison Members

- A city council member is added as a liaison to mirror Plan Commission.

- A Community Assembly member is added as a liaison to be appointed annually by the Community Assembly.
- Allows representatives of agencies with transportation interests in the city to join the Commission as non-voting liaison members. This includes SRTC, STA, WSDOT, SRHD, Spokane Public Schools, Downtown Spokane Partnership, and others.

04.40.060 – Officers (mirrors Plan Commission’s officer section)

04.40.70 – Ancillary Powers

- Mirrors Plan Commission; Adds a line to support joint meetings with the City Council and other relevant boards.

04.40.80 – Duties & Responsibilities – The Commission’s annual work plan will be adopted by the City Council. It will be established in consultation with Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, and the City Council’s Transportation Benefit District Administrator and Manager of Neighborhood Connectivity Initiatives.

Six-Year Street Program

The Commission will review and make recommendations, in consultation with Plan Commission, on street improvements in the Six-Year Comprehensive Street Program. Integrated Capital Management will provide administrative support. This function is currently performed by the Plan Commission Transportation Subcommittee (PCTS).

Transportation Benefit District

The Commission will make annual recommendations to the City Council for residential street funds and sidewalk projects. The Council’s Transportation Benefit District Administrator will provide support to the Commission for this function with assistance from the Street Department. This function is currently performed by the Citizens’ Transportation Advisory Board (CTAB).

Bicycle Master Plan & Pedetrian Master Plan

The Commission will make recommendations on revisions and updates to the Bicycle Master Plan and the Pedestrian Master Plan in consultation with the Plan Commission and Bicycle Advisory Board. Planning and Economic Development will provide administrative support for this function.

Parking System

The Commission will make recommendations on parking rates and projects to improve the parking environment. Code Enforcement and Parking Services provide administrative support for this function. This function is currently performed by the Parking Advisory Board.

Automated Traffic Safety Cameras (Traffic Calming)

- The Commission will make annual recommendations to the City Council on the addition/relocation/removal of traffic safety cameras.
- The Commission will review and make annual recommendations to the City Council on eligible projects from traffic safety camera

	<p>revenue in compliance with state law Projects and expenditures already approved by Council are not affected by this ordinance.</p> <ul style="list-style-type: none"> The City Council’s Manger of Neighborhood Connectivity Initiatives will provide administrative support for this function. <p>Reporting The Commission is required to submit an annual state of transportation report to Council to be published. This report will include the status of transportation projects and the status/outcome of any transportation studies. The report will satisfy the annual reporting requirements of the Transportation Benefit District.</p> <p>4.40.090 Equity Considerations Appointments to the Commission shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities.</p> <p>The Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities.</p>
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Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$0
 Current year cost: \$0
 Subsequent year(s) cost:

Narrative: The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

Funding Source One-time Recurring N/A
 Specify funding source: Select Funding Source*
 Is this funding source sustainable for future years, months, etc?

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?

This Commission will have members from every Council district. The purpose of the Transportation Commission is to provide recommendations to the Mayor and City Council on the transportation projects and programs necessary to achieve a safe and equitable multimodal transportation system. The Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report. This report will include how the Commission is fulfilling its purpose of providing advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system. The Commission is required to consider the effect of its policy and funding recommendations on community members with disabilities and on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. The report should also include feedback on the Transportation Commission and its processes and procedures.

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

Comprehensive Plan TR Goal A: Promote A Sense of Place

Comprehensive Plan TR Goal B: Provide Transportation Choices

Comprehensive Plan TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Comprehensive Plan TR Goal D: Promote Economic Opportunity

Comprehensive Plan TR Goal E: Respect Natural & Community Assets

Comprehensive Plan TR Goal F: Enhance Public Health & Safety

Comprehensive Plan TR Goal G: Maximize Public Benefits and Fiscal Responsibility With Integration

SMC 08.16 – Transportation Benefit District

SMC 16A.84 – Transportation Priority – Pedestrian Safety

SMC 07.08.130 – Parking System Fund

SMC 16A.64 Automated Traffic Camera Systems

Resolution 2014-0078

HB 2384

Sustainability Action Plan Goal 2

ORDINANCE NO C36517

An ordinance establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code.

WHEREAS, the City Council and Mayor agree that the City's multiple transportation-related advisory committees, subcommittees, and boards often review and consider similar projects, and often have membership and staffing structures that overlap, all resulting in duplicate processes and unnecessary devotion of staff time to support those advisory bodies; and

WHEREAS the City Council and Mayor deem it beneficial to align existing advisory, transportation-related bodies under a unified Transportation Commission to leverage existing expertise, to improve and elevate citizen input, to prevent duplication of effort and staff time, and to provide a holistic review of the City of Spokane's transportation system; and

WHEREAS, in constructing and populating its boards and commissions, the City is committed to encouraging individuals from diverse backgrounds to apply, and to ensure in the composition of those boards and commissions a representation of all ages, ability, ethnicity, gender identity, geographical location, indigenous background, national origin, race, religion, sexual orientation, social class, and veteran status, as well as ensuring representation from historically marginalized communities.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1 . That Section 03.01A.365 of Chapter 03.01A of the Spokane Municipal Code is amended to read as follows:

03.01A.365 Planning and Economic Development Services

The ~~((planning and economic development services))~~ Planning and Economic Development Services department is responsible for preparation and maintenance of the Comprehensive Plan ~~((comprehensive plan))~~ to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; reviews development permits for compliance with land use codes; and promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the Plan Commission (~~((plan commission))~~), Design Review Board (~~((design review board))~~), ~~((and bicycle advisory board))~~ Bicycle Advisory Board, and Transportation Commission.
- C. Any applicant offered the position of director of Planning and Economic Development Services (~~((planning and economic development services))~~) for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. (~~((bachelors))~~) bachelor's or (~~((masters))~~) master's degree in urban planning, public administration or a related field;
 2. American Institute of Certified Planners (AICP) certification;
 3. minimum of eight years of progressively responsible planning experience;
 4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
 5. demonstrated responsibility for budgets exceeding one million dollars;
 6. demonstrated substantial coursework in land use and urban planning principles;
 7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
 8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
 9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
 10. demonstrated knowledge of basic environmental function and values;

11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and

12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- D. The ~~((planning and economic development services))~~ Planning and Economic Development Services director shall be appointed by the ~~((mayor))~~ Mayor, with approval by a majority of the ~~((city council))~~ City Council, pursuant to section 24 of the Spokane ~~((city charter))~~ City Charter.

Section 2. That Chapter 04.16.020 of the Spokane Municipal Code is amended as follows.

4.16.020 General Purpose

The Bicycle Advisory Board is established to provide ~~((advice))~~ recommendations to the Transportation Commission in order to advise the mayor, the city council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That Section 04.16.030 of Chapter 04.16 of the Spokane Municipal Code is amended as follows.

4.16.030 Specific Functions

Without limiting the scope of [SMC 4.16.020](#) the Bicycle Advisory Board is given the following functions and responsibilities:

- A. To initiate and/or assist in revisions to the City's bikeways plan.
- B. To review proposals and plans for spot improvements and bikeways and provide timely comments to the Transportation Commission and affected agencies.
- C. To review, evaluate and comment on the annual six-year bikeways program.
- D. To promote bicycling as a viable form of urban transportation.
- E. To promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers.
- F. To develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That Chapter 04.37 of the Spokane Municipal Code is repealed.

Section 5. That Chapter 04.38 of the Spokane Municipal Code is repealed.

Section 6. There is enacted a new chapter 04.40 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.40	Transportation Commission
04.40.010	Purpose
04.40.020	Definitions
04.40.030	Membership
04.40.040	Appointment and Term
04.40.050	Liaison Members
04.40.060	Officers
04.40.070	Ancillary Powers
04.40.080	Duties and Responsibilities
04.40.090	Equity Considerations
04.40.100	Removal of Commissioners

04.40.010 Purpose

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

04.40.020 Definitions

- A. "Bicycle Master Plan" means a component of the Comprehensive Plan focusing on developing a connected bicycle network, support facilities and programs necessary to improve the environment for bicycling and multimodal transportation.
- B. "Pedestrian Master Plan" means a component of the Comprehensive Plan focusing on the recommended policies and best practices necessary to improve and enhance the pedestrian environment.
- C. "Manager of Neighborhood Connectivity Initiatives" means the staff member assigned by the Spokane City Council to assist with the automated traffic safety camera program authorized by RCW 46.63 and SMC 16A.64.
- D. "Six-Year Street Program" means the capital street projects planned over the upcoming six years updated annually in accordance with state law.
- E. "Transportation Benefit District (TBD)" means the independent taxing district created by the City Council pursuant to RCW 36.73 for the sole purpose of making annual improvements to the operation, preservation and maintenance of the City's existing transportation facilities and programs set forth in the six-year pavement

maintenance program and pedestrian program.

- F. "Transportation Benefit District (TBD) Administrator" means the staff member assigned by the Spokane City Council to assist the Transportation Benefit District in the duties and responsibilities outlined in RCW 36.73 and SMC 08.16.
- G. "Spokane Safe Streets Program" means programs and infrastructure funded by automated traffic safety cameras pursuant to RCW 46.63 and SMC 16A.64.

04.40.030 Membership

The Transportation Commission shall consist of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane.
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.

04.40.040 Appointment and Term

A. Term

1. The term of office shall be four years.
2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
3. The term of the one commissioner appointed under 04.40.030(B) shall expire in odd-numbered years commencing in the year 2025.

4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
6. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
7. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint one city council member to serve as liaison to the Transportation Commission.
- C. The Community Assembly may nominate a member of the assembly to serve as a liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members in Transportation Commission business.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.

- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the assembly or agency to serve in the absence of the designated liaison.

04.40.060 Officers

- A. The Transportation Commission shall select a Chair and Vice Chair of the Commission from among those members appointed through the process outlined in SMC 04.40.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.
- B. The Planning and Economic Developments Services director, or his or her designee, shall serve as secretary to the Commission.
- C. The Transportation Commission may appoint other officers as it deems necessary.

04.40.070 Ancillary Powers

The Transportation Commission shall have the power to:

- A. adopt internal rules of procedure to accomplish its duties;
- B. use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the commission in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate city department heads, and delegate duties for the performance of its work;
- D. Host joint meetings with the City Council and relevant boards and commissions.

04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- B. Transportation Benefit District - The Transportation Commission may make annual recommendations to the City Council regarding the allocation of Transportation

Benefit District (TBD) program funds and funds allocated by the Street Department for residential/local access street maintenance and required investments in pedestrian improvements per SMC 08.16.060. The Transportation Benefit District (TBD) Administrator shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of residential/local access streets appropriate for repair.

- C. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- E. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Automated Traffic Safety Cameras - The Transportation Commission shall make annual recommendations to the City Council on the following: (1) the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law, (2) expenditures from the budgeted revenues generated from automated traffic safety cameras, and (3) the operation of the automated safety program and any contracts associated with its implementation. The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives shall provide staff support to the Transportation Commission to help fulfill these duties.
- G. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- H. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives.

4.40.090 Equity Considerations

- A. In making and approving appointments to the Transportation Commission, the Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.
- B. In performing its duties under SMC 4.40.080, the Transportation Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

4.40.100 Removal of Commissioners

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

Section 7. 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 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/24/2024

Clerk's File #

ORD C36518

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - UPDATE SMC SECTION 03.01A.350

Agenda Wording

Updating SMC Section 03.01A.350 relating to the department of Management & Budget

Summary (Background)

During SMC review, it has been noted that the department of Management & Budget has had some changes to their structure that needs to be corrected within SMC to reflect current status.

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

Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Update SMC section 03.01A.350
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During SMC review, it has been noted that the office of Management & Budget have had some changes to their structure that need to be corrected within SMC to reflect current stats. The error has been discovered and is needing to be adjusted.</p>
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? – N/A – Part of Finance & Administration restructure • 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 – Part of Finance & Administration restructure 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A – Part of Finance & Administration restructure
- 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 – Part of Finance & Administration restructure

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A – Part of Finance & Administration restructure

ORDINANCE NO. C36518

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.350.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.350 is amended to read as follows:

3.01A.350 Management and Budget

- A. The department of management and budget assists the chief financial officer in budget development and administration by review and analysis of the City’s financial condition, reporting as needed on revenues and expenditures of the various departments. The department is responsible for coordinating the development of the annual budget, budget control, financial forecasting and planning, and the budget activities of all departments.

- B. This department also assists departments with research projects, cost/benefit analyses and similar fiscal management and planning; and manages the City’s indirect cost allocation plan.

~~((C.The taxes and license section administers the City’s business registration process and administers the City’s various municipal taxes. Its responsibilities include processing applications, registrations and returns; and billing, collecting, accounting and auditing of fees and taxes.))~~

~~(D.The director of management and budget oversees the risk management department functions.))~~

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/24/2024

Clerk's File #

ORD C36519

Renews #**Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM X6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

0520 - MAYOR'S OFFICE - ORDINANCE REPEALING INACTIVE BOARDS

Agenda Wording

This ordinance repeals the municipal code sections related to inactive boards.

Summary (Background)

This ordinance repeals the municipal code sections related to the following inactive boards: • Construction Review Board • Board of Boiler Examiners • Board of Heating Mechanical Examiners • Emergency Medical Services Advisory Board • U-Help Advisory Board • Opioid Abatement Council • Cable Advisory Board • Regional Cable Advisory Board

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

This ordinance has no financial impact.

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

MURRAY, MICHELLE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

cwright@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	4/8/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 1 minute
Agenda Item Name	Ord repealing inactive boards
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>This ordinance repeals the municipal code sections related to the following inactive boards:</p> <ul style="list-style-type: none"> Construction Review Board Board of Boiler Examiners Board of Heating Mechanical Examiners Emergency Medical Services Advisory Board U-Help Advisory Board Opioid Abatement Council Cable Advisory Board Regional Cable Advisory Board <p>The appeal functions of the Building and Construction Boards (Construction Review Board, Board of Boiler Examiners, and Board of Heating Mechanical Examiners) are handled by the Hearing Examiner.</p> <p>The Emergency Medical Services Advisory Board, Cable Advisory Board, and Regional Cable Advisory Boards have been inactive for many years.</p> <p>The U-Help Advisory Board and Opioid Abatement Council. The U-Help program is now administered by SNAP. The Opioid Abatement Council is no longer needed as a result of Spokane County's Opioid Abatement Council (OAC).</p> <p>None of the boards proposed for repeal are required by state law nor do they have any active members or staff assigned.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: N/A Subsequent year(s) cost:	
Narrative: <u>This ordinance has no financial impact.</u>	
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?

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?

This code cleanup ordinance is a result of the Brown Administration's comprehensive review of boards and commissions with the intent of improving demographic and geographic representation on all City boards and commissions. These boards are no longer active and have no current members.

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36519

An ordinance repealing inactive boards; repealing Chapters 04.06, 04.20, 04.24, 04.39 and Article IV of Chapter 10.27A of the Spokane Municipal Code.

WHEREAS, Mayor Brown has asked her administration to conduct a comprehensive review of the City’s boards and commissions; and

WHEREAS, a component of this review includes identifying boards and commissions that are no longer active or have never been empaneled; and

WHEREAS, eight boards have been identified as no longer active or adopted by code but never empaneled: Construction Review Board, Board of Boiler Examiners, Board of Heating Mechanical Examiners, Emergency Medical Services Advisory Board, U-Help Advisory Board, Opioid Abatement Council, Cable Advisory Board, and the Regional Cable Advisory Board.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 04.06 of the Spokane Municipal Code is repealed.

Section 2. That Chapter 04.20 of the Spokane Municipal Code is repealed.

Section 3. That Chapter 04.24 of the Spokane Municipal Code is repealed.

Section 4. That Chapter 04.39 of the Spokane Municipal Code is repealed.

Section 5. That Article IV “Cable Advisory Board”, Section 10.27A.900 and Section 10.27A.905 of the Spokane Municipal Code are repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date